

ADVERTISEMENT FOR BIDS

Winchester High School Surface Applied Corrosion Inhibitor Project

Sealed **lump sum bids** will be received by the Town of Winchester Department of Engineering, at 71 Mt. Vernon Street, Lower-Level Town Hall, Winchester, MA 01890, until **10:00 am, on Wednesday, April 2, 2025** and at that place and time be publicly opened and read aloud. All bidders will be notified of the apparent low bidder. All bidding procedures will be in accordance with the Massachusetts General Laws Chapter 149, Section 44A to 44H inclusive as amended.

The project consists of the surface preparation and application of surface-applied corrosion inhibitor of the underside of the first-floor structure at Winchester High School.

The Project value is estimated to be \$575,000. Prevailing Wages, as determined under M.G.L. c. 149, § 26-27H shall apply on this project. Materials, equipment and supplies used on this project are exempt from sales tax to the extent provided by M.G.L. c. 64H, § 6(f). The Project is expected to commence on or about **June 30, 2025**, and be completed no later than **11/30/2025**.

A PRE-BID CONFERENCE will be held at Winchester High School, 80 Skillings Road, Winchester, MA on **March 19, 2025 at 10:00 am**. Please meet in the front lobby and sign in.

The Instruction to Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents will be available starting **March 12, 2025**. Copies of these documents may be obtained from Accent Blueprint. To access the documents go to www.accentblueprints.com and set up an account.

Bid Deposits shall be submitted in the amount of 5% of the bid price including any alternates. The Bid Deposit shall be made payable to the Town of Winchester and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreement contained in the bid. The Town of Winchester reserves the right to reject or approve a surety. The Bid Deposits of the three (3) lowest responsible and eligible bidders shall be retained until the execution and delivery of the Contract.

Pursuant to M.G.L. Chapter 149 all contractors submitting bids are required to submit their DCAMM Certificate of Eligibility and Update Statement for General Construction.

The contract will be awarded to the bidder deemed by the Town of Winchester to be the lowest responsible and eligible bidder. Selection of the successful bidder will be based upon bidder qualifications, including evidence of past performance on similar projects and bid price. The Contract award is subject to the availability of funding.

The successful general bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each of which shall be in the amount equal to one hundred percent (100%) of the contract price.

The Town of Winchester reserves the right to reject any bid which, in its judgment, fails to meet the requirements of this Advertisement for Bids or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing. The Town of Winchester also reserves the right to reject any and all proposals if it deems such rejection(s) to be in the best interest of the Town. The Town of Winchester further reserves the right to waive any minor discrepancies or informalities, to permit a bidder to clarify discrepancies or to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the Town. Any fees or other expenses of the bidders associated with this Advertisement for Bid process are solely the responsibility of the bidders.

No bidder may withdraw its bid within sixty (60) days (Saturdays, Sundays and Holidays excluded) after the date designated above for the opening of the bids. Any bid submitted will be binding for sixty (60) days after the time of bid opening.

All telephone calls and correspondence in connection with this Project should be addressed to Margaret White at 781-721-7120 or be emailed to mwhite@winchester.us.

The Town of Winchester is an affirmative action/equal opportunity employer, and encourages participation from certified minority and women-owned businesses in this Advertisement for Bid. The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or any other basis prohibited by law.

Each bidder shall visit the site of the proposed work and shall fully acquaint himself with the conditions as they exist and shall also thoroughly examine the contract documents. Failure of bidder to visit the site and acquaint himself with the contract documents shall in no way relieve the bidder from any obligation with respect to his bid.

INSTRUCTIONS TO BIDDERS

1. GENERAL; DEFINITIONS

- a. In accordance with the Advertisement for Bids, a copy of which is bound herewith, the Town of Winchester (the “Owner”), invites sealed bids on the separate copies of Bid Forms furnished for that purpose, for construction of the Winchester High School Surface Applied Corrosion Inhibitor Project (“Project”). The “Work” consists of the Project as more specifically described in the contract drawings and specifications and shall include all incidental work necessary or customarily done for the completion of the Project.
- b. The Bound-in Bid Forms in the Contract Documents are for continuity and the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed.
- c. The following definitions shall apply in these Instructions and in the other Contract Documents, unless otherwise specified.
 - I. The term “bidding documents” shall include the Advertisement for Bids, these Instructions, the bid forms, bond forms, contract forms and other Contract Documents bound herewith, and shall include the Drawings, the Specifications, and all Addenda issued prior to receipt of bids.
 - II. The term “Contract Documents” shall mean the Contract entered into between the Owner and the successful bidder, including all documents enumerated as Contract Documents in the Agreement between Owner and Contractor, and all Modifications (as defined in the Contract) issued after execution of the Contract.
 - III. The terms “Addenda” and “Addendum” shall mean written documents and/or drawings issued by the Owner prior to execution of the Contract which supplement, modify, correct, explain or interpret the bidding documents.

2. RECEIPT, OPENING AND REJECTION OF BIDS

- a. General Bids will be received by the Owner at the Department of Engineering, 71 Mt. Vernon Street, Town Hall, Winchester, Massachusetts, until **Wednesday, April 2, 2025 at 10:00 am** and then at said office publicly opened and read aloud.
- b. The Owner reserves the right to:
 - I. reject any proposal which is not accompanied by the required bid deposit or which, in the Owner’s judgment, fails to meet the requirements of the Advertisement for Bids, the Instructions or statutory requirements, or which is incomplete, conditional, or obscure, or which contains additions or irregularities, or in which errors occur in addition to the foregoing;

- II. reject any and all proposals if it deems such rejection(s) to be in the best interest of the Owner.
- III. consider informal and reject any bid which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Town, substantially less or more than the actual cost to complete the Work as that term is defined in the Contract Document; or
- IV. notwithstanding its rights under items 2b(i)-(iii) above, waive any minor discrepancies or informalities, to permit a bidder to clarify discrepancies or to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the Owner.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3. CONTRACT AWARD

The Owner will award the contract to the lowest eligible and responsible bidder within thirty business (30) days, after (i) the opening of bids or (ii) the receipt by the Owner of any approvals necessary from Federal or State agencies in connection with the project, whichever is later. As used herein, the term "lowest responsible and eligible bidder" shall mean the bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work as further described in the Contract Document; (2) who shall certify that he is able to furnish labor that can work in harmony with all elements of labor employed or to be employed in the Work; and (3) who obtains within ten (10) days of the notification of contract award the security required under Section 7 below.

The successful bidder will be notified in writing, by mail or otherwise, that its bid has been accepted and that it has been awarded the Contract. The successful bidder shall execute the Contract and furnish the required bonds, at the offices of the Town if requested, within ten (10) days after presentation of the contract to the bidder or notice to the bidder that the Contract is ready for execution.

The Owner shall not enter into a contract with, and shall not approve as a subcontractor furnishing labor and materials for a part of any work of this contract, a foreign corporation which has not filed with the Owner a certificate of the Secretary of State of the Commonwealth of Massachusetts stating that such corporation has complied with M.G.L. c. 156D and the date of such compliance. The Owner shall report to said Secretary of State and to the Department of Corporations and Taxation of the Commonwealth of Massachusetts any foreign corporation performing any work under this contract or any such subcontract, and any person, other than a corporation, performing work under this contract or any such subcontract, and residing or having a principal place of business outside the Commonwealth of Massachusetts.

4. PREPARATION OF BIDS

Each bid must be submitted on the prescribed bid forms, must be signed, and all Additional Bid Requirements that are supplied to you in the Proposal Package. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signature(s).

All blank spaces for bid prices must be filled in, with ink or typewriter in both words and figures, and all of the foregoing Certifications must be fully completed and executed when submitted. Where required, bid prices for each item on the bid form shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of bidder, his address and the name and contract number of the project for which the bid is submitted. If the bid is mailed, the bidder shall enclose its sealed bid and bid deposit in an outer envelope addressed as follows:

FROM: [Bidder's name and business address]
RE: **Winchester High School Surface Applied Corrosion Inhibitor Project**
TO: **Office of the Town Engineer**

All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by the Owner of bids by the bid deadline. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

5. EMAIL MODIFICATION

Any bidder may modify his bid by email communication at any time prior to the scheduled closing time for receipt of bids provided such email communication is received by the Owner prior to the closing time and, provided further, the Owner is satisfied that a written confirmation of the email modification over the signature of the bidder was mailed prior to the closing time. The email communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices of terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) business days after the closing time, no consideration will be given to the email modification.

6. QUALIFICATIONS OF BIDDER

The Contract will be awarded to the lowest bid submitted by a responsible and eligible bidder. As used herein, the term "lowest responsible and eligible bidder" shall mean the following: To be considered "responsible" the bidder shall possess the skill, ability and integrity necessary to faithfully perform the work called for by the Contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of M.G.L. Ch. 149 Section 44D. To be considered "eligible" the bidder shall be able to meet all requirements for

bidders set forth in M.G.L. Ch. 149, Section 44A through 44H and not be debarred from bidding, and shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Without limitation, the investigation of a bidder may seek to determine whether the bidder is authorized to do business in the Commonwealth of Massachusetts, has had relevant previous experience, and has available equipment, forces and financial resources adequate to assure the Owner that the Work will be completed in accordance with the Contract Documents. The Owner may contact references, and may consider evidence of problems with past performance, such as defaults, contract terminations, imposition of damages or other failures to perform. The amount of other Work to which the bidder is committed may also be considered. The scope of the Owner's investigation of any particular bidder shall remain within the Owner's discretion.

To assist the Owner in its investigation of bidder qualifications, each bid **must include** the name of the Superintendent who is to be used on this project, and his/her experience. Each bid **must also include** a comprehensive list of:

1. Any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
2. All assessed penalties or liquidated damages, and the project in which they occurred.
3. Any and all contract terminations.
4. A list of all projects worked on over the past three years.
5. A list of the total number of supervisors and workers intended to be assigned to this Project.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The Owner's decision or judgment on these matters will be final, conclusive, and binding. Conditional bids will not be accepted.

7. BID SECURITY

Bid Deposits shall be submitted in the amount of 5% of the bid price including any potential alternates. The Bid Deposit shall be made payable to the Town of Winchester and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreement contained in the bid.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within ten (10) business days, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of sixty business (60) days, except that, if any bidder fails to perform his agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond as stated in his bid, his bid deposit shall become the property of the Town of Winchester as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Winchester shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his bid deposit may be returned.

8. TIME OF COMPLETION

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" from the Owner and to substantially complete all work by **November 30, 2025**.

9. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- a. It is the responsibility of each bidder before submitting a bid to (1) examine the Bidding and Contract Documents thoroughly; (2) examine the location of the Project to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work; (3) Consider Federal, State, and local laws, regulations, and ordinance that may affect cost, progress and performance of the Work; 4) Notify the Owner of all apparent conflicts, errors, or discrepancies in the Contract Documents.
- b. Before submitting a bid, each bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions which may affect cost, progress, performance or furnishing of the Work and which the bidder deems necessary to determine its bid for performing the Work in accordance with the time, price, and the terms and conditions of the Contract Documents. Failure of a bidder to visit the site and acquaint itself with the bidding documents or to attend the pre bid conference, if any, shall in no way relieve the bidder from any obligation with respect to its bid or under the Contract if awarded the bid.
- c. Owner may, at a bidder's request, provide each bidder access to the site to conduct such explorations and tests as such bidder deems necessary for submission of a bid.
- d. The submission of a bid will constitute a representation by the bidder that the bidder has complied with every requirement of the Specification, that without exception the bid is premised upon performing and furnishing the work required.
- e. No claim for any extra monies will be allowed because of unintentional error or conflicts in the Contract Documents.

- f. The failure or omission of any bidder to examine any form, instrument, or document and to fail to be familiar and visit the site will not relieve a successful bidder of the obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.

10. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the plans, specification or other bidding documents will be made to any bidder. Every request for such interpretation shall be in writing addressed to **Jennifer Grubb, P.E. at jagrubb@sgh.com** and, to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications issued not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be provided by a duly authorized surety company satisfactory to the Owner. The successful general bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each of which shall be in the amount equal to one hundred percent (100%) of the contract price.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their powers of attorney.

13. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and specifications, which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Non-discrimination in employment
- e. OSHA 10 Certification
- g. CORI Checks

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal bylaws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract and the Work throughout, and will be deemed to be included in the Contract the same as though herein written out in full.

The award of the Contract is governed by M.G.L. c. 149, § 44A through 44H. Certain provisions of this and other applicable statutes are summarized or referred to in the Instructions to Bidders and other Contract Documents. Whenever any of the Contract Documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries in any material particular, and shall in no respect supersede, expand or limit rights or duties of the Town or bidders in matters governed by statute.

Minimum rates of wages for work performed under this contract will be as determined by the Division of Occupational Safety of the Massachusetts Department of Labor and Work Force Development in accordance with the provisions of M.G.L. c. 149, §§ 26-27H. Attention is called to serious penalties established under law for violation of these provisions. The schedule of wage rate determinations applicable to this contract is included in the bidding documents.

15. PROTECTION AND RESTORATION OF PROPERTY

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them so that the services of these structures shall be maintained. He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect and shall leave them in the same condition as they existed prior to the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, furnish laborers to work temporarily under the Owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town of Winchester or by the utility company, which suffers the loss. The cost of such repairs shall be borne by the Contractor without compensation therefore.

It shall be the responsibility of the Contractor to determine location, size, type, etc., of all underground utilities from the Town of Winchester, and utility company concerned and to maintain all utilities in place during construction.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereafter.

16. PUBLIC SAFETY AND CONVENIENCE

Attention is directed to the fact that the work on this project is to be performed on properties which are utilized by pedestrians. Contractor shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of his own personnel. When, in the judgment of the Owner, construction operations constitute a hazard to traffic in the area, the Contractor may be required to suspend operations during certain hours.

17. SALES TAX

M.G.L. c. 64H, § 6(f) exempts from Massachusetts sales tax building materials and supplies to be used in the Project, and bidders shall not include in their bids any amount therefore. The words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge, or other such public work, as well as such materials and supplies physically incorporated therein. Said words shall also include rental charges for construction vehicles, equipment and machinery rented specifically for use on the site of the Project or while being used exclusively for the transportation of materials for the Project. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption will be given to the successful general bidder. Each bidder shall take this exemption into account in calculating its bid, and shall not include any sales tax on its bid.

18. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE OWNER; MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer or employee of Owner, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public officials, member, officer or employee of the Owner, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the Project. The Contractor shall incorporate or cause to be incorporated, in all of its agreements, contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

19. NON-DISCRIMINATION IN EMPLOYMENT

Contract for Work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

The successful bidder must be prepared to comply in all respects with the Contract provisions regarding Equal Employment Opportunity.

20. SEPARATE CONTRACTS

- a. The Owner reserves the right to perform construction or operations related to the Project under separate contracts, and/or with the Owners' own forces in connection with other portions of the Project or other construction or operations on the site under separate Contract.
- b. The Contractor shall cooperate fully with separate contractors with regard to storage of materials and execution of separate contract work, and shall connect and coordinate the separate contractors' construction and operations with the Contractor's as required by the Contract Documents.
- c. It shall be the Contractor's responsibility to inspect all separate contractor work affecting the Work and to report to the Owner any irregularities or defects that will not permit completion of the Work in a satisfactory manner.
- d. When results of separate contractors' work depends on proper results for the Contractor's Work, the Contractor shall immediately report to the Owner or Engineer any discrepancies or defects that would be unsuitable for proper execution of the Work.
- e. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the Drawings.
- f. The Contractor's failure to notify the Owner of such irregularities shall indicate the separate contractors' work has been satisfactorily completed to receive the Work.
- g. The Contractor shall not be responsible for defects in the separate contractors' work of which could not then have been reasonably discovered.

FORM FOR GENERAL BID

From: _____
(Name of Bidder)

To: Town of Winchester (the “Awarding Authority”)

- A. The Undersigned proposes to furnish all labor, equipment, tools and materials required for the construction of the **Winchester High School Surface Applied Corrosion Inhibitor Project** (the “Project”), in accordance with the accompanying Contract Documents and plans and specifications prepared by Simpson Gumpertz & Heger for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. The bid includes addenda numbered _____.
- C. The Bidder agrees that the work will be completed in _____ work weeks.
- D. The base bid shall include the lump sum costs plus estimated work item quantities multiplied by unit prices, as identified below:
1. Project Mobilization shall include General Contractor and Subcontractor mobilization costs. Include permits, temporary offices, bonding costs, etc. Provide itemized breakdown, if requested.
 2. Project General Requirements and all miscellaneous costs associated with the completion of the work in accordance with the Construction Documents. This shall include but not be limited to cleaning the underside of the first-floor concrete slab and applying Surface Applied Corrosion Inhibitor (SACI).
 3. Contract Lump Sum Prices and Unit Prices shall include all costs to provide, procure, fabricate, install, and/or repair the work items, including, but not limited to, labor, materials, equipment, supervision, overhead, and profits. Quantities shown are estimated, and the actual work quantities may be greater or less than these quantities. The Bid Unit Price shall remain firm regardless of variations between the estimated and actual quantities. The quantities appearing in schedules in the Contract Documents are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in accordance with the Contract unit prices. The Owner reserves the right to delete any item, portion, or phase of the work. The Bid Price for all other work items shall remain unchanged.
 4. Schedule of work items, quantities, and prices comprising the Base Bid:

Description	Specification	Quantity	Unit Price	Bid Price
Divisions 0. and 1.				
1. Project Mobilization	Divisions 0. and 1.	1 ls	—	\$ _____
2. Project General Requirements	Divisions 0. and 1.	1 ls	—	\$ _____
Division 2 – 6. (Not Used)				
Division 7.				
3. Apply SACI to Underside of First-Floor Slab in All Readily Accessible Areas.	070120	1 ls	—	\$ _____
4. Apply SACI to Underside of First-Floor Slab in Flood-Prone Areas.	070120	9,150 sf	\$ _____	\$ _____
Division 8 – 32. (Not Used)				
TOTAL				\$ _____

E. The proposed maximum contract price is _____ dollars

(\$ _____). Bidder hereby confirms that it has included bid security in the amount of 5% of the proposed contract price made payable to the Town of Winchester.

F. Unit Prices - All of the following work will be paid for at the Contract Unit Prices multiplied by the actual work quantities. Actual work quantities shall be based on the following units of measurement:

1. Measure the application of SACI in flood-prone areas in square feet of surface area, including the underside of the slab, the vertical face of ribs and beams, and the underside of ribs and beams. Unit Cost shall include cleaning of the concrete and application of the SACI.

G. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders.

H. Bidder promises and agrees that this Bid will remain subject to acceptance for sixty (60) business days after the day of Bid Opening.

I. The undersigned agrees that, if selected as contractor, he or she will within ten (10) business days, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and a labor and materials or payment bond, each in the form contained in the bidding documents and of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the amount of the contract price, the

premiums for which are to be paid by the contractor and are included in the contract price. The undersigned understands and agrees that the bid deposit accompanying this bid shall become the property of the Awarding Authority if the bidder fails to execute such contract or otherwise fails to comply with the terms of this bid.

J. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work, and in the specified time described in the bid and contract documents, and that he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 149, § 44A through 44H.

K. The undersigned further certifies under the penalties of perjury that:

1. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
2. The said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provision or any rule or regulation.
3. Bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
4. The foregoing bid is based upon the payment to laborers to be employed on the Project of wages in an amount no less than the applicable prevailing wage rates established for the Project by the Massachusetts Department of Labor Standards.
5. The bidder has complied with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted thereunder, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of United State immigration laws. Bidder further certifies that it will require a similar certification to be executed by any subcontractor who will perform work under this contract and will maintain such certifications for inspection by the Awarding Authority upon its request.

L. By signing and submitting this Form for General Bid, the bidder represents that:

1. Bidder has examined copies of all bidding documents.
2. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

3. Bidder has studied carefully all reports and drawings of physical conditions included with these specifications, and accepts that all measurements and technical data included herein is the engineer's estimates and the bidder has made such investigations of his own as necessary and has based his bid on those investigations.
 4. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examination, investigations, explorations, tests, reports, or similar information of data are or will be required by bidder for such purposes.
 5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 6. Bidder has given the Awarding Authority written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof is acceptable to bidder.
 7. Bidder acknowledges that the Awarding Authority has the right to reject any or all bids and to waive informalities in the bidding, if it deems such rejection(s) to be in its best interest.
 8. Bidder represents that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- M. Post-Bid Submittals: If awarded the Contract, the undersigned agrees to furnish, without limitation, the following information prior to the time established for execution of the Contract:
1. Massachusetts Foreign Corporation Certificate, if applicable.
 2. OSHA training records for each employee assigned to this project.
- N. References: List of all projects of a similar size and scope completed within the last five (5) years, including at least two municipalities for which such work has been performed. Attach additional pages if necessary.

Name of Project	Location	Contact Person	Phone/Email
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1. _____			
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2. _____			
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3. _____			
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4. _____			
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Date of Bid: _____

(Print Name of Bidder)

By: _____
(Signature)

(Print Name of Person Signing Bid and Title)

(Business Address)

(City, State and Zip Code)

Telephone: () _____

Email Address: _____

Social Security Number or Federal Identification Number: ¹ _____

NOTE: If the bidder is a corporation, indicate state of incorporation, give full names of officers; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces, and additional sheets if necessary:

¹ The bidder's Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether the bidder has met tax filing or tax payment obligations. This request is made under the authority of M.G.L. c. 62C, § 49A.

If a Corporation:

Incorporated in what state:_____

President:_____

Treasurer:_____

Secretary:_____

If a foreign corporation (incorporated or organized under laws other than the laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes _____ No _____

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 156D and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner:_____

Residence:_____

Name of Partner:_____

Residence:_____

Name of Partner:_____

Residence:_____

If an Individual:

Name:_____

Residence:_____

If an Individual doing business under a firm name:

Name of Firm:_____

Name of Individual:_____

Business Address:_____

Residence:_____

If other form of business organization, please provide attachment describing the form of organization and the name of officers or partners therein.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS OF COMMONWEALTH

I certify under the penalties of perjury that I, to my best knowledge and belief have filed all State tax returns and paid all State taxes required under law.

*Signature of Individual or Corporate Name (Mandatory)

By: _____
Corporate Officer (Mandatory, if Applicable)

**Social Security Number (Voluntary) or Federal Identification Number

* Approval of a Contract or other Agreement will not be granted unless this Certification Clause is signed by the applicant.

** Your Social Security or Tax ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a Contract or other Agreement issued, renewed, or extended. This request is made under the authority of Mass General Laws c. 62C s. 49A.

CERTIFICATION

INTERNAL ACCOUNTING

The Contractor certifies that it has internal accounting controls as required by Chapter 30, Section 39R, and that the Contractor will:

1. Maintain accurate and detailed accounts for a six year period after the final payment;
2. File regular statements of management concerning internal auditing controls;
3. File an annual audited financial statement; and
4. Submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements in (2) above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to designer's financial statements. G.L. Chapter 7, Section 301(e).

Signed under the pains and penalties of perjury:

Name of Company:_____

Authorized Signature:_____

NOTE: This form is to be completed only when the contract exceeds \$100,000 and is for the purchase of materials or for the construction, renovation, etc., of public works or public buildings.

TO: Town of Winchester, Massachusetts

RE:

To whom it may concern:

Please be advised that I have reviewed the statement on internal accounting controls prepared by/for _____ (name of company), in connection with the above captioned project. This statement is required under Massachusetts General Laws, Chapter 30, Section 39R. In my opinion, representations of management are consistent with our evaluation of the system of internal accounting controls. In addition, I believe that they are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the firm's financial statements.

Yours sincerely,

Certified Public Accountant

NOTE: This form is to be completed only when the contract exceeds \$100,000 and is for the purchase of materials or for the construction, renovation, etc., of public works or public buildings.

**CONTRACT BETWEEN THE TOWN OF WINCHESTER
AND
XXXX
FOR WINCHESTER HIGH SCHOOL SURFACE APPLIED CORROSION INHIBITOR
PROJECT**

This Contract is made and entered into this _____ day of _____ by and between _____, a corporation duly organized by law and having a usual place of business at _____, the (“Contractor”), and the Town of Winchester, Massachusetts (the “Owner”).

WHEREAS, the Owner issued an Advertisement for Bids for **the Winchester High School Surface Applied Corrosion Inhibitor Project** (the “Project”), and

WHEREAS, the Contractor represents that it is duly qualified in this field, and has bid and offered to do all the work as required by the Owner for the Project; and

WHEREAS, the Owner has accepted the Contractor’s bid, subject to the conditions of this Contract.

NOW, THEREFORE, it is agreed by and between the Owner and the Contractor, as follows:

1. GENERAL

1.1 **CONTRACT DOCUMENTS** –The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract: Legal and Procedural Documents, Advertisements for Bids, Instructions to Bidders, all Bidding Documents, Contract Forms, this Contract, Specifications, Drawings, General and Sub-Bid Forms, Certificates of Bidders, Labor and Materials Payment Bond and Performance Bond, Prevailing Wage Rates, all addenda issued prior to execution of the contract, other documents listed and referenced throughout, and any Modifications validly issued after execution of the Contract.

1.2 **MODIFICATION** – A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work. No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever other than by a definitely agreed waiver or modification thereof in writing.

1.3 **THE CONTRACT** –The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a Modification. Nothing contained in the Contract Documents shall be construed to create any contractual relationship (1) between the Architect and the Contractor, (2) between the Owner or

the Architect and a Subcontractor or (3) between any persons or entities other than the Owner and the Contractor.

1.4 THE WORK – The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.5 THE PROJECT – The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.6 THE DRAWINGS – The Drawings are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.7 THE SPECIFICATIONS – The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

2. CONTRACT SUM

2.1 Payments under this Contract shall not exceed _____ Dollars (the “Contract Sum”). The Contractor’s Schedule of Values will be utilized for the Contractor’s Payment Requests but shall only be so utilized after it has been approved in writing by the Architect, and the Owner.

2.2 The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

3. EXECUTION, CORRELATION AND INTENT

3.1 The Contractor shall perform all the Work required by this Contract in conformity with the plans and specifications contained and referenced herein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the Owner.

3.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the Contract Documents, shop drawings, and other submittals throughout the Work and shall give written notice to the Owner of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected portion of the Work. The express or implied approval by the Owner or the Architect of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor’s compliance with this Contract. The Town has requested the Architect to only prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction.

However, the Town makes no representation or warranty to the Contractor concerning such documents.

3.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor shall provide and pay for, but not limited to, for the completion of the Work, all materials, labor, tools, construction equipment and machinery, water, heat, utilities, light, power, transportation, superintendence, temporary construction, fire protection, ventilation, enclosures of every nature, safety equipment, snow and ice removal and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the Work in accordance with the Contract Documents. The permanent heating and ventilation systems may, with the prior written approval of the Owner, be used for these purposes when available unless otherwise prohibited in the Contract Documents.

3.4 Any Work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Owner.

3.5 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall include all Work incidental or reasonably inferable from the Contract Documents as being necessary to produce the intended results under the Contract Documents. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

3.6 Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, shall have the same effect as if shown or mentioned respectively on both.

3.7 Neither party shall take advantage of any obvious error or omission in the Contract Documents. Any apparent discrepancies shall be submitted to the Owner for determination. The decision of the Owner thereupon shall be conclusive.

3.8 The fact that specific mention of a fixture, or of any part of the work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, shall not entitle the Contractor to consider action in the manner of any claim for extra compensation, but the said fixtures or work, or both, must be installed or done the same as if called for by both the Plans and Specifications.

3.9 In case of any inconsistency or conflict among the Contract Documents or within any of the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities, with the later date of documents in each category to take precedence:

1. Modifications
2. Change Orders
3. Construction Change Directives
4. Architect's supplemental instructions
5. This Contract
6. Addenda

7. Advertisement for Bids and Instructions to Bidders
8. Drawings and Specifications

Further, in case of any conflict, discrepancy, or inconsistency among any of the following Contract Documents, the following shall control:

1. as between figures given on plans and scaled measurements the figures shall govern;
2. as between full size plans and reduced size plans, the full size plans govern;
3. as between plans and specifications, the requirements of the specifications shall govern;
4. as between this document and specifications, this document shall govern.

3.10 If any provision contained in this Contract or the application thereof to any person or circumstance shall, for any reason or to any extent, be held to be invalid, illegal or unenforceable in any respect, all other provisions hereof, as well as the application of the affected provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and shall be construed and enforced to the fullest extent permitted by law as if such invalid, illegal or unenforceable provision had never been included herein; it being intended that each of the provisions of this Contract shall be severable.

3.11 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, except the Contractor shall not divide the work of any filed sub-bid trade, bids for which have been received separately by the Owner in accordance with M.G.L. c. 149. The Contractor and all Subcontractors shall refer to all of the Drawings, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable as being necessary to produce the indicated results.

3.12 Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Owner, who shall promptly correct such error or omission in writing. Any work done by the Contractor after discovery of such discrepancies, errors or omissions without notifying the Owner shall be done at the Contractor's risk.

3.13 Further instruction may be issued by the Owner during the progress of the work by means of Drawings or oral or written instructions to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. The Contractor shall carry out the work in accordance with the additional Drawings and Instructions.

3.14 Unless otherwise stated in the Contract Documents, words and abbreviations that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

3.15 Where public or private standard specifications, codes, regulations, ordinance and similar publications of governmental agencies, technical societies, manufacturer's associations and regulatory groups or bureaus are referred to in these specifications, the applicable portion thereof shall be of the same effect as if fully printed herein, and the work done in full accordance therewith.

The edition current as of the date of issue of this specification shall be used except where publication date is specifically stated.

3.16 Where no quality or standards for materials or workmanship are established, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the Construction of the Project.

3.17 Any Test boring or soil test information included in the Contract Documents or made available to the Contractor are not represented by the Owner nor the Architect as an accurate or approximate indication of subsurface conditions, and no claim for extra costs or extensions of time resulting from reliance by the Contractor on such information shall be allowed except to the extent required by law.

3.18 All of the Contract Documents prepared and copies provided by the Owner and the Architect are the property of the Owner. The Contractor, Subcontractor, Sub-subcontractor, or material or equipment supplier shall not use the Contract Documents for any other projects without written authorization of the Owner.

4. OWNER

4.1 The Owner, sometimes referred to as the Awarding Authority, the Town of Winchester, or the Town, is the Town of Winchester, Massachusetts, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner's representative shall, for the purposes of this Contract be the Owner's Town Architect. The term "Owner" means the Owner or the Owner's authorized representative.

4.2 The Owner and agents of the Owner shall have access to and be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records whenever these are in progress of preparation. The Contractor shall provide proper and necessary facilities for such access and inspection. For the purpose of observing work that affects their respective properties, inspectors for public agencies and the utility companies shall be permitted access to the Work, but all official orders and directives to the Contractor will be issued only by the Owner.

4.3 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Architect, such work shall be uncovered and displayed for the Owner's or Architect's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

4.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings, Project Manuals, and Specifications as are reasonably necessary for execution of the Work. Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

4.5 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of, legal limitations of or utility locations for the project site. Contractor shall confirm the location of each utility, shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work, any applicable law, and as may be included in the Specifications.

4.6 Owner does not warrant nor assume responsibility whatsoever the accuracy or sufficiency of borings made, or logs of test borings, or other investigations, or the interpretations therefrom, and no warranty or guaranty, express or implied, that the conditions indicated by such investigation, borings, logs, or information are representative of existing conditions throughout the project site, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available the results of any site investigation, test borings, analysis, studies or other tests conducted by or in possession of the contractor or any of the Contractors agents.

4.7 The Contractor represents that it is familiar with the Project site and has received all information required concerning the conditions of the Project Site. The Contractor represents that it has inspected the locations of the subsurface conditions. The Contractor shall undertake further investigations and studies as may be necessary to determine surface and subsurface conditions. Based on these inspections and understandings, agreements and acknowledgements, the Contractor agrees that (1) the Contract Sum is just and reasonable compensation for all of the Work, including all foreseeable risks, hazards, difficulties in connection therewith, (2) that the deadlines for completion of work and the Work under the Contract Documents are feasible to achieve, and (3) that the Work shall not result in any lateral or vertical movement of any structure. The Contractor shall, except to the extent required by law, have no claims for surface or subsurface conditions encountered. The Contractor shall exercise care in executing subsurface Work in proximity of known subsurface utilities, improvements, and easements.

4.8 The Owner shall be liable to the Contractor only to the extent of its interest in the Project, and no officer, official, employee, board member, consultant, volunteer participant or agent of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

5. OWNER'S RIGHT TO STOP WORK AND/OR CARRY OUT THE WORK

5.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner by immediate written order signed personally or by its authorized agent, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

5.2 Alternatively, if the Contractor fails, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Architect at the Owner's direction to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, perform the Work using its own forces or hire one or more contractors to correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments

then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's and the Architect's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

5.3 The Owner shall have the right to suspend the work or any portion thereof at any time for a period less than fifteen (15) days without charge or cost by the Contractor for time delay provided that the Owner gives the Contractor written notice of suspension of work. The Contractor shall resume the work upon written notice from the Owner and for a period less than fifteen (15) days after the date set forth in the notice of suspension.

5.4 In the event of temporary suspension of work or during inclement weather or whenever the Owner shall direct the Contractor and will cause subcontractors to protect carefully all the work and materials against damage or injury from the weather. If, in the opinion of the Owner any work or materials shall have been damaged or injured from the weather, by reason of failure on the part of the Contractor or any of the Contractor's subcontractors so to protect the work, such materials shall be removed and replaced at the expense of the Contractor.

5.5 The Owner shall have the authority to direct the Contractor not to correct work that has been damaged, or that was not performed in accordance with the Contract Documents. An equitable deduction from the Contract Amount shall be made to compensate the Owner for such uncorrected work. Such deduction shall be made whether or not final payment has been made under this Contract.

5.6 Owner's rights and remedies under this Article 5 shall be in addition to, and no in lieu of, any other rights and remedies it may have under this Contract or any applicable law.

6. SEPARATE CONTRACTS

6.1 The Owner reserves the right to perform construction or operations related to the Project under separate contracts, or with the Owner's own forces in connection with other portions of the Project or other construction or operations on the site under separate Contract.

6.2 The Contractor shall cooperate fully with separate contractors with regard to storage of materials and execution of separate contract work, and shall connect and coordinate the separate contractor's construction and operations with the Contractor's as required by the Contract Documents.

6.3 It shall be the Contractor's responsibility to inspect all separate contractor work affecting the Work and to report to the Owner any irregularities or defects that would not permit completion of the Work in a satisfactory manner or in the time permitted in the Contract Documents.

6.4 The Contractor shall immediately report to the Owner or Architect any discrepancies or defects in a separate contractor's work that would be unsuitable for proper execution of the Work. The Contractor's failure to notify the Owner of such irregularities shall indicate the separate contractor's work has been satisfactorily completed to receive the Work.

6.5 It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the Drawings.

6.6 The Contractor shall not be responsible for defects in the separate contractor's work which could not then have been reasonably discovered by the Contractor.

6.7 Wherever work being done by the Owner's forces or by other contractors is contiguous to Work covered by the Contract, the respective rights of various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

7. ARCHITECT – ADMINISTRATION OF THE CONTRACT

7.1 The Architect is the person or entity licensed to practice, who is responsible for performing the duties assigned to the Architect by the Contract Documents.

7.2 The Owner, at the Owner's sole discretion, shall assume the responsibilities and role of the Architect when an Architect has been deemed unnecessary by the Owner for completion of the Work.

7.3 The Architect's responsibilities and authority shall not take precedence over the Owner's rights and the Contractors obligations to fulfill the Contract Document requirements as set forth in the Contract Documents.

7.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized by the Owner, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contract contractors shall be through the Owner.

7.5 The Architect shall provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction, until final payment is due and at the Owner's request, from time to time during the guaranty period. The Architect will advise and consult with the Owner.

7.6 The Architect will regularly visit the site, conduct job meetings, and keep the Owner informed of the progress and quality of the Work, and will endeavor to inform the Owner of defects and deficiencies in the Work. The Architect's minutes of meetings shall be the official minutes kept on the Project. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as otherwise expressly provided herein.

7.7 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will submit to the Owner for its review, consideration, and, if approval of Certificates for Payment in such amounts as the Architect determines appropriate in accordance with the Contract Documents.

7.8 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work.

7.9 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking such submittals for conformance with the information given and the design concept expressed in the Contract Documents. The Architect's review shall be in accordance with the provisions and the procedures described in the Contract Documents and shall not relieve the Contractor from compliance with the requirements of the Contract Documents.

7.10 The Architect will prepare Change Orders and Construction Change Directives for the Owner's approval and execution. The Architect may authorize Minor Changes in the Work.

7.11 The Architect will conduct inspections to determine, in consultation with the Owner, the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

7.12 The Owner may provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site.

7.13 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's written response to such requests will be made within time limits that will not affect the progress of the Work, but, in any event, within a thirty (30) day limit.

7.14 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, subject to approval by the Owner.

7.15 The Owner may utilize the services of a Clerk of the Works for the Project. Except as authorized by the Owner, the Clerk of the Works shall have no authority for approvals or changes to the Work. The Owner's Clerk of the Works shall be on site at all times during regular working hours as defined in the Contract Documents. If the Contractor determines the need for additional hours outside of the regular working hours and receives authorization and, any required permits to perform work outside of the regular working hours, the Contractor shall be responsible for the additional costs associated with the Clerk's required services to be on site at all times during those hours not regular hours as identified in the Contract Documents. The reimbursement shall be based on the Clerk of the Works' hourly wage and benefits and shall be paid by means of a credit Change Order executed at the time of Final Completion.

8. CONTRACTOR

8.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have the express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

8.2 Prior to starting Work and at frequent intervals during the progress, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner or Architect and shall at once report to the Owner and Architect any error, inconsistency or omission the Contractor may discover. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such, the Contractor shall bear all costs arising therefrom.

8.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported to the Owner and the Architect.

8.4 The Contractor shall perform the Work in accordance with the Contract Documents.

8.5 Any claim by the Contractor or subcontractors that, in submitting their bid proposals, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment. If any item is specified in a Section which would not normally furnish these items it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

8.6 The Contractor shall begin and shall prosecute the work regularly, and without interruption after Notice to Proceed has been given by the Owner (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work, in an acceptable manner, within the time stated in the Proposal.

8.7 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work. Where Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Owner and Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those specified in the Contract Documents. All loss, damage, or liability, or cost of correcting

defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or employed by the Contract Documents, unless the Contractor has given timely notice to the Owner and Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed with such means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor.

8.8 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, agents, Subcontractors and suppliers and the employees and agents of any of the foregoing, and any other entities or persons performing or supplying the Work.

8.9 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architects administration of the Contract, the activities or duties of an Owner's Project Manager (if any), or by tests, inspections or approvals required or performed by persons other than the Contractor.

8.10 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

8.11 The Contractor shall exercise due care when working around all property bounds. Should any damage to a bound result from the actions of the Contractor, it shall be replaced and/or realigned by the Contractor as directed by the Owner. No further compensation will be due to the Contractor for the materials and labor required to re-establish the bound in its proper orientation.

8.12 The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by courts, agencies, bodies or tribunals having any jurisdiction or authority over the Work.

8.13 The Contractor shall be responsible for the conduct and discipline of employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreperson or worker employed by the Contractor or subcontractor who, in the opinion of the Owner, does not perform the work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner and to the extent permitted by law, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Owner.

9. SUPERINTENDENCE

9.1 The Contractor shall employ a competent Project Manager and Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and until the date of Substantial Completion and for such additional time thereafter as the Owner may determine to be necessary for the full completion of the Work. The Superintendent shall be responsible for coordinating all the Work of the Contractor and the Subcontractors.

9.2 The Contractor shall remove the project manager or superintendent or assistants if requested to do so in writing by the Owner, and shall promptly replace such person with a competent person reasonably acceptable to the Owner. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

9.3 The Superintendent shall be licensed consistent with the Massachusetts Building Code. The Superintendent's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Superintendent has performed similar duties on previous construction projects similar to the Project.

9.4 The Contractor shall retain a competent registered professional Architect or registered land surveyor, acceptable to the Owner, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, roads, utilities and site grading. Said Architect or land surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

9.5 The Contractor shall conduct the engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades; shall be responsible for maintaining bench marks and other survey marks; and shall replace any bench marks or survey marks which have been disturbed or destroyed.

9.6 The Contractor shall coordinate and supervise the Work performed by all Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade causes delay to the general progress of the Work. The Contractor and all subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the Storage of materials.

9.7 The Contractor shall arrange for and attend job meetings with the Owner and the Architect and such other persons as the Owner and the Architect may require to be present. The Contractor shall be represented by a principal, the project manager, the superintendent, or other representative of the Contractor acceptable to the Owner. An authorized representative of any Subcontractor shall attend such meetings if the representative's presence is requested by the Owner or the Architect.

10. SUBCONTRACTORS

10.1 A subcontractor, also referred to in the Contract Documents as a filed-subcontractor or sub-subcontractor, is a person or entity that has a direct contract with the Contractor or another Subcontractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

10.2 By written agreement, the Contractor shall require each subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by those Contract Documents, assumes

toward the Owner and the Architect. The Contractor shall make available to each Subcontractor, prior to the execution of a subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and shall further identify to the Subcontractor any terms and conditions of the subcontract agreement which may differ or be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Owner shall have the right to review the Contractor's standard form of subcontract and the content of all subcontracts and sub-subcontracts.

10.3 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that the assignment is effective only after termination of the Contract by the Owner for cause and only for those subcontract agreements which the Owner, in its sole discretion, accepts by notifying the Subcontractor and Contractor in writing. Such assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract. In the event of such assignment to and assumption by the Owner, the Subcontractor shall have no claim against the Owner or such third party for Work performed by such Subcontractor or other matters arising prior to termination of the Contract, and the Owner or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption. This Section 9.3 shall serve as the instrument of assignment at such time as the assignment provided for above becomes effective. The Contractor agrees to include in each subcontract agreement the assent of each Subcontractor to such assignment of its subcontract agreement to the Owner, and to execute whatever instruments the Owner may request to confirm the assignment described in this Section 9.3.

10.4 The Contractor, as soon as practicable after award of the Contract, shall provide in writing to the Owner and Architect the names of persons or entities, and business address (including those who are to furnish materials or equipment fabricated by a special design) proposed for each principal portion of the Work, or as specifically requested by the Owner or Architect. The Architect shall reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity, the Owner shall not object to previously approved filed sub-bidders. Neither the Contractor nor the Subcontractor shall contract with a person or entity to which the Owner has made reasonable objection.

10.5 The applicable provisions of Massachusetts law shall apply to all subcontractors filed sub-contractors and sub-subcontractors and said law shall take precedence over any conflicting statements in the Contract Documents.

11. NOTIFICATIONS

11.1 Written notice shall be considered as served when delivered in person or sent by certified mail or courier service providing proof of delivery to the individual, firm or corporation or the last business address known to that person who serves the Notice. It shall be the duty of each party to advise the other parties to the Contract as to any change in business address upon completion of the Contract.

12. CONTRACT SECURITY

12.1 The Contractor shall furnish and maintain in force a labor and materials payment bond and a performance bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the performance of the Contract and payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

12.2 The sureties of all bonds shall be such surety company or companies as are approved by the Owner, and as are authorized to transact business in the Commonwealth of Massachusetts. An attorney-in-fact who executes the required bonds for the surety shall affix a certified and current copy of the power of attorney.

12.3 If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

12.4 The Contractor may list in its bid that any or all filed Subcontractors provide the Contractor with payment and performance bonds for the full 100% amount of the Subcontract. The costs for said bonds shall be the responsibility of the Contractor. Requirements relating to the Contract Security and Payment and Performance Bonds throughout the Contract Documents shall be applicable to the bonds and surety provided by the Subcontractors, for which verification, payment, and responsibility shall be with the Contractor.

12.5 In the event the Contractor lists in its bid that filed Subcontractors provide bonds, and subsequently waives the requirement, the Contractor shall provide the Owner with a certification that they understand if the filed subcontractor defaults or is terminated, the Contractor accepts full responsibility and costs related to said default or termination with a credit change order in an amount equal to the bond premium it would have paid had it required the filed Subcontractor to provide such bonds.

13. INDEMNIFICATION

13.1 The Contractor shall indemnify, defend with counsel acceptable to the Owner, and save harmless the Owner, the Architect, and their officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work or any breach or failure of the Contractor to comply with the terms and conditions of the Contract Documents, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, the offices, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. Such obligation

shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

13.2 If a separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

13.3 This Article shall survive the expiration or termination of this Contract.

14. INSURANCE

14.1 The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates from the Contractor's Insurance carriers stating the coverage's provided, the limits of liability and expiration dates shall be filed with the Owner before operations are started.

1. Workmen's Compensation Insurance: Procure and maintain during the life of this Contract, Workmen's Compensation and Employer's Liability Insurance as required by State law for all employees to be engaged in work at the site of the project, and, in case of any such work sublet, Contractor shall require subcontractors similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Insurance. The limit of liability for Employer's Liability Insurance shall be not less than \$500,000.00. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance with a limit of at least \$1,000,000 for each accident for the protection of such of employees as are not otherwise protected.
2. Contractor's General Liability and Property Damage Insurance: Procure and maintain during the life of this Contract, comprehensive Contractor's General Liability Insurance, with the Owner additional named insured, covering bodily injury, including accidental death, with limits of \$1,000,000 per person, \$1,000,000 per occurrence and property damage insurance with limits of \$1,000,000 per occurrence, including products and completed operations, explosion, collapse, (X/C/U) and Broad Form Property Damage Coverage. Provide a separate policy for completed operations for a period of two (2) years from date of Final Completion of the Project. Any policy issued shall include permission for partial or total occupancy by Owner within the scope of this Contract. Coverage shall also include an Owner's and Contractor's protective liability favoring the Owner and an

umbrella of excess liability in the amount of \$2,000,000 (two million dollars) minimum.

3. Contractor's Automobile Liability Insurance: Procure and maintain during the life of this Contract Comprehensive Automobile Liability Insurance, including all owned, non-owned, and hired automobiles, with the Owner as additional named insured, covering bodily injury, including accidental death, with limits of \$1,000,000 per person, \$1,000,000 per occurrence and property damage with limits of \$1,000,000 per occurrence.
4. All-risk Insurance: Procure and maintain during the life of this Contract All-Risk Builder's Risk Insurance on a 100% completed value basis, with the Owner named as an insured as the Owners interests may appear. In the event of paid claims, the Contractor shall bear the costs of any amounts deductible under the policy.
5. Property Insurance: Procure and maintain during the life of this Contract Property Insurance in the amount of the Contract Sum, and subsequent modifications to include all components, portions, and full coverage of the Work including Boiler and Machinery Insurance at the site on a replacement cost basis. Property insurance shall include portions of the Work stored off site or in transit. The Insurance shall include interests of the Owner, the Contractor, and Subcontractors and sub-subcontractors in the Work.

14.2 All such insurance shall be provided by a Best 'A' rated company lawfully authorized to do business in the Commonwealth of Massachusetts. The Owner shall be named as an additional insured under all policies. In the event of paid claims under all policies the Contractor shall bear the cost of all and any deductibles. The Insurance Policies shall not conflict with the Contract Documents and shall allow for the Owner's partial or total occupancy by Owner within the scope of the Contract Documents.

14.3 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

14.4 All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or material amendment. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

14.5 If a loss occurs under any of the insurance policies required by the Contract Documents, insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their shares of insurance proceeds received by the Contractor, and by agreements, written where legally required for validity, and shall require Subcontractors to make payments to their sub-subcontractors.

15. PERMITS AND FEES

15.1 The Contractor shall secure any and all permits, licenses, and fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain said permits. All municipal permit fees shall be waived.

15.2 If the Contractor observes that portions of the Contract Documents are at variance with any permit conditions, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

15.3 If the Contractor performs Work knowing it to be contrary to any permit or license condition, or any laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

16. TAXES

16.1 The Contractor shall not pay, and the Owner shall not reimburse or pay the Contractor for, any sales taxes on building supplies or materials for which an exemption is provided pursuant to M.G.L. c. 64H, § 6(f).

17. ASSIGNMENT

17.1 Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or the right, title or interest therein, or the obligations hereunder, without written consent of both the Contractor and the Owner. If the Contractor attempts to make such assignment, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

18. TIME

18.1 The Contractor agrees that time is of the essence of each and every portion of the Contract Documents and wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

18.2 The date of commencement on site of the Contract shall be approximately **June 30, 2025** unless otherwise fixed in a Notice to Proceed from the Owner.

18.3 The Contractor shall notify the Owner at least five days prior to starting the Work. The Contractor shall coordinate the Work and proceed with adequate forces and shall be required to obtain Completion within the time set in the Contract Documents.

18.4 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner and Architect to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of Work, and other Contract procedures.

18.5 The date of Substantial Completion is the date certified by the Architect and approved by the Owner.

18.6 The Contractor shall achieve Final Completion of the entire Work no later than **November 30, 2025**.

18.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Architect determines may justify delay, then, by Change Order, the Contract Time may be extended for such reasonable time as the Owner determines, and the Contract Sum shall be adjusted by the amount of the actual, direct, increased costs incurred by the Contractor during such extended time; provided, however, that the Contractor shall not be entitled to an extension of time due to an act or neglect of the Owner or the Architect unless the Contractor has first provided timely written notice to the Owner and the Architect that the act or neglect of the Owner or Architect, as applicable, is adversely affecting the commencement or progress of the Work.

18.8 Change Order Requests for Extension of Time based on seasonal variations in the weather shall be denied. Conditions of the weather are solely at the risk of the Contractor.

18.9 Failure to notify the Architect in writing of any delay shall preclude the Contractor from subsequently claiming any damages due to said delay.

18.10 Notwithstanding the above, the following provisions of G.L. c. 30, § 39O shall govern, where applicable:

Chapter 30: Section 39O. Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding

authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.”

18.11 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract Documents of the Work are Essential Conditions of this Contract; and it is further mutually understood and agreed that the Work shall be commenced on a date to be specified in the Contract Documents or a Notice to Proceed.

18.12 The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

18.13 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extensions thereof granted by the Owner, that the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the sum of \$500, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents for completing the work.

18.14 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain. The Contractor and/or the Contractor's surety shall be liable for and pay the Owner the sums stipulated as liquidated damages. These liquidated damages are not intended to limit the liability of the Contractor for actual damages that may exceed the amount of these liquidated damages.

19. CONTRACTOR'S CONSTRUCTION SCHEDULES

19.1 At least fifteen (15) days prior to commencement of the Work the Contractor shall submit to the Architect a construction schedule in bar graph form, satisfactory to the Architect, showing in detail the proposed progress for the construction of the various parts of the Work, the proposed times for receiving materials required, and the interrelationship between the various construction operations and the percentage of completion and the dollar value of the completed work on the

first day of each month for each section of the specifications and the entire Work. Submission of said schedule shall be a condition precedent to approval of the Contractor's first application for payment.

19.2 At the end of each month, or more often if required, the Contractor shall furnish the Architect an updated schedule showing actual progress of the various parts of the Work in comparison with the originally proposed progress and payment schedules. If the Architect raises any objections to progress or payment schedules submitted by the Contractor, the Contractor shall immediately address and resolve such objections to the reasonable satisfaction of the Architect.

19.3 Whenever progress of the Work falls behind the planned schedule of construction as shown on the project schedule, the Contractor shall promptly notify the Owner and the Architect and promptly advise the Owner of action being taken to return the Work to the planned schedule or to revise the schedule as necessary to maintain the Substantial Completion date, and such action shall be indicated on the project schedule, which shall then be promptly re-submitted by the Contractor to the Architect and the Owner for review and approval.

19.4 If the Owner determines that the progress of the Work has been materially delayed, or that the project schedule is in jeopardy of not being met, the Owner shall have the right to require the Contractor to take whatever steps are necessary to recover all or a portion of such delay. If and to the extent such delay is caused by any act or omission of the Owner or the Architect or is otherwise beyond the control of the Contractor, the costs of such recovery shall be borne by the Owner; otherwise the costs associated with such recovery shall be borne by the Contractor and there shall be no increase in the Contract Sum on account of such recovery activities. The Contractor shall, within three (3) days after the Owner's request to take such action, notify the Owner and the Architect in writing, and commence implementing the steps the Contractor proposes to take to effect such recovery, and provide the Owner, in a form acceptable to the Owner, a detailed recovery schedule setting forth the actions to be taken by the Contractor. If the Contractor disputes any direction given by the Owner pursuant to this paragraph, it shall have no right to refuse to accelerate the Work, but the Contractor shall have the right to make a Claim for additional costs in accordance with the provisions of the Contract Documents. Notwithstanding anything in this Contract to the contrary, if the Contractor fails or refuses to accelerate the Work after its receipt of the Owner's direction to do so, the Contractor shall be liable to the Owner for the Owner's actual damages incurred or accruing on each day the Contractor fails to recover, beginning on the date on which the Owner directed the Contractor to accelerate. Nothing herein shall limit any other rights or remedies that the Owner may possess under other provisions of the Contract Documents or by law.

19.5 If the Contractor submits a construction schedule that anticipates Substantial Completion before the date established in the Owner's Notice to Proceed, the Contractor shall have no claim for additional compensation on account of any delays that prevent Substantial Completion before the date set in said Owner's Notice to Proceed.

19.6 The Owner's approval of any submission of a schedule or a schedule update shall be limited to a determination that the schedule or update represents a reasonable plan for completion of the Work within the Contract Time, and such approval, or lack thereof, shall not limit or modify any

of the Contractor's obligations under the Contract Documents. The Contractor shall comply with the schedule most recently approved by the Owner.

19.7 The Contractor shall prepare and keep current for the Architect's approval, a schedule of submittals which is included in the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

20. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

20.1 The Contractor shall submit to the Architect samples required in the Contract documents or as required by the Owner or Architect for approval. Samples shall be furnished so as not to delay fabrication, allowing the Owner reasonable time for the consideration of the samples submitted. Contractor shall furnish such samples of materials, and workmanship shall be in accordance with approved samples.

20.2 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

20.3 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work.

20.4 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

20.5 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

20.6 The Contractor shall review, approve, and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. The Contractor's attention is directed to the provisions of "Or Equal" Submissions/Substitutions of the Specifications.

20.7 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

20.8 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

20.9 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified field construction criteria, materials, field measurements, quantities, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all of the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Owner and Architect shall be entitled to rely upon the Contractor's representation that such information is complete and accurate.

20.10 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's or Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner and Architect in writing of such deviation at the time of submittal and the Owner has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's or Owner's actions.

20.11 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

20.12 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

20.13 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

21. "OR EQUAL" SUBMISSIONS/SUBSTITUTIONS

21.1 Except where a product has been specified as a proprietary material, the words "or approved equal" are understood to follow the name of any maker, vendor, or product specified to be used in the Contract Documents. To determine if the materials or articles proposed by the Contractor are equal to those specified, the Architect shall determine whether the materials or articles proposed are at least equal in quality, durability, appearance, strength and design to the material or articles named or described, and will perform at least equally the functions imposed by the design for the Work; and conforms substantially, even with deviations, to the detailed requirements for the items as described in the Specifications.

21.2 If the Contractor proposes to use a material or item of equipment which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material or item of equipment is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

21.3 By making requests for substitutions, the Contractor:

1. represents that it has personally investigated the proposed substitute product and determined that it meets the conditions specified in Section 20.1;
2. represents that it will provide the same warranties and guarantees for the substitute product that it would for that specified;
3. certifies that all cost data presented with respect to the proposed substitution are accurate and complete and include all related (direct and indirect) costs under the Contract, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4. will coordinate the installation of the substitute, if approved, making such changes as may be required for the Work to be complete in all respects.

21.4 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will meet the conditions set forth in Section 21.1. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

21.5 The Architect will not approve as equal to materials or equipment specified proposed substitutions which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer(s) originally specified, at no additional cost to the Owner.

21.6 Any additional cost, or any loss or damage arising from the substitution or proposed substitution of any material, equipment or method for those originally specified shall be borne by the Contractor, including, without limitation, the Owner's and Architect's costs in evaluating substitutions whether or not approved, costs of any structural, mechanical or other changes necessary to accommodate substituted materials or equipment, and costs of modifying design documents and other additional design fees, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect. If any approved substitution results in a cost savings, the Owner shall be entitled to a credit, reducing the Contract Sum, in an amount equal to the net reduced cost of the substituted material or equipment after taking into account such related costs.

22. SAMPLES AND TESTS

22.1 Materials to be used in the Work may be tested or inspected after reasonable notice by the Architect and may be rejected. Except as otherwise provided in the Contract, all the cost of testing of material that fail the criteria shall be borne by the Contractor. If the Contractor requests permission to use a material that was not specified in the Contract Documents and the Architect requires testing of such material before approving its use, the Contractor shall pay for such testing.

22.2 The source of material proposed by the Contractor shall be designated in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The

Contractor shall have no claim for delays due to testing if the Contractor fails to designate the proposed source or to order the material in time to provide for adequate testing and inspection. Necessary arrangements shall be made to permit the Architect to make factory, shop, or other inspection of materials or equipment ordered for the Work, in process of manufacture or fabrication, or in storage elsewhere than the site of the Work.

22.3 The Contractor shall furnish the Architect with samples of the materials it proposes to use in the execution of the work in sufficient time to afford the Architect the opportunity to adequately review and, if necessary, arrange for testing of such materials.

23. DOCUMENTS AND SAMPLES AT THE SITE

23.1 The Contractor shall maintain at the site of the Work for the Owner one record copy of this Contract and of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during the construction, and one record copy of approved Shop Drawings, Product Data, Samples, and similar submittals. These shall be available to the Architect and Owner and shall be delivered to the Architect for submittal to the Owner upon completion of all the Work of the Project. The Contractor shall be responsible for assuring that the progress of the Work and all revisions are delineated on record Drawings by the specific trades involved on a current basis. The Owner and the Architect shall have access to such as-built Drawings at all times. When final as-built Drawings are found by the Architect to be complete, the Contractor shall furnish to the Architect the record set of "as-built" Drawings in hard copy reproducible format with each sheet clearly marked "Record Drawing" and dated, and Specifications reflecting the actual conditions of the Work, together with a copy of such as-built plans on diskette in the AutoCAD format or such other format as the Owner may require. Delivery by the Contractor of the final as-built Record Drawings shall be a condition to final payment, and furnishing of the Record Drawings may be carried on the punchlist with a value determined by the Owner.

24. USE OF SITE – DELIVERY AND STORAGE OF MATERIALS

24.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor shall confine the Contractor's apparatus, storage of materials, and operations of Contractor's workmen to limits indicated by law, ordinances, Contract Documents, permits, and directions of the Owner and shall not unreasonably encumber the premises. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises.

24.2 Notwithstanding the designation of contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work may require that certain operations be carried out beyond such designated limits. Such Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause a minimum of inconvenience or disturbance to or interference with the normal operations of the Owner, abutters and the public. The Contractor shall obtain the Owner's prior approval and all necessary approvals from abutters, public authorities and utility companies for such operations, prosecute such operations expeditiously and restore the affected area to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract

Documents. All existing walkways, roadways, paved or landscaped areas disturbed by construction or over which temporary driveways or walkways are rerouted shall be restored to their original condition, immediately upon completion of the related phases or portions of the Work, unless otherwise specified in the Contract Documents.

24.3 Materials and equipment shall be progressively delivered to the site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time.

24.4 Materials stored off-site shall be stored at the expense of the Contractor in a manner that preserves their quality and fitness for the Work. Material shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

24.5 If the Contractor requests the Architect's inspection of materials stored off-site, the Contractor shall assume the Architect's reasonable costs for travel, room, and meals associated with such inspection.

24.6 Materials stored either at the site or at some other location agreed upon in writing shall be located so as to facilitate prompt inspection and may again be inspected prior to their use in the Work.

24.7 The Contractor shall take charge of and be liable for any loss of or injury to the materials delivered at or in the vicinity of the place where the Work is being done and shall notify the Architect as soon as any such materials are so delivered and allow them to be examined by the Architect.

24.8 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

25. CUTTING AND PATCHING

25.1 The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the Work. The Contractor shall restore all such cut or patched work as directed by the Owner. Cutting of existing structure that shall endanger the Work, adjacent property, workers or the public shall not be done unless approved and directly supervised by the Owner.

25.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

26. PROTECTION AND RESTORATION OF PROPERTY

26.1 The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public property, trees, monuments, and signs, along and adjacent to the street or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto.

26.2 The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner's distribution system or otherwise, until the Work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall maintain and operate appurtenances within the construction area, which serve the distribution system, subject to periodic inspection by the Owner's operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall notify the Owner's representatives at least 72 hours in advance of the desire to extend, connect, disconnect, turn on or off any steam, electric, water or other service from the authorized representatives of the Owner. All plumbing, heating, and electrical work, including installation of equipment and any other Work to be performed by the Contractor, shall be carried out without interference with the Owner's normal operation. Where any Work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with such interruption.

26.3 The Owner will supply to the Contractor all water and electricity reasonably required for all construction requirements. Utilities furnished by the Owner will be discontinued if, in the opinion of the Owner, they are wastefully used. In such event, the Contractor shall supply thereafter all water and electricity required to complete the Work. The Contractor shall supply all hoses, extension cords and other tools necessary for the proper installation of the Work.

26.4 Adequate toilet facilities for use during construction will be supplied by the Owner. The Contractor shall leave sanitary facilities as clean as they were at the start of the Work.

26.5 The Contractor shall provide adequate facilities to keep the Site secure at all times when the Contractor's personnel are not present, from commencement of the Work until Substantial Completion, to assure that the Work, all materials and equipment stored at the Site, and all other property of the Owner located within the site limits or within other areas occupied or controlled by the Contractor, are fully and completely protected against loss or damage due to vandalism, theft, malicious mischief, pilferage or unexplained disappearance. If the Contractor fails to comply with the requirements of this Subsection 25.5, then the Owner may provide appropriate security, and charge the cost thereof to the Contractor. The Owner's provision of such security, or failure to do so, shall not relieve the Contractor of its sole responsibility to pay for loss or damage to such property due to vandalism, theft, malicious mischief, pilferage or unexplained disappearance, to the extent not covered by the Owner's insurance.

26.6 The Contractor shall arrange for and provide all police details required by the Town of Winchester Police Department to be present at or adjacent to the site for traffic control purposes.

The cost of police details so required shall be borne by the Contractor and is included in the Contract Sum.

26.7 The Contractor shall take all other necessary precautions and be responsible for any requirements and fees associated with adequate protection and safety of the site during construction and completion of all contract work, if necessary, to include temporary fencing, signs, barriers, in accordance with the Massachusetts State Building Codes, federal regulations, and local bylaws.

26.8 The Contractor shall keep the Owner's property free at all times from accumulations of waste materials or rubbish and shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from the operation or caused by the employees, and shall remove all surplus materials resulting from the operation or caused by the employees, leaving the site smooth, clean and true to line and grade. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor for its costs associated therewith.

26.9 The Contractor shall at the termination of this Contract, before acceptance of the work by the Owner, remove all of equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove and dispose of them, and the Contractor shall pay all costs incurred by the Owner in removing and disposing of them. The Owner shall not be responsible for storing or maintaining such items not properly removed or disposed of from the site.

27. SUBSURFACE INVESTIGATIONS

27.1 If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Owner may request an equitable adjustment in the contract price of the contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Owner shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

27.2 The Drawings and Specifications indicate all utilities at and adjacent to the site of which the Owner is aware. However, the Owner makes no representation or warranty that pipes, conduits, lines or other structures or equipment of public and private utility companies ("utility equipment") shown on the Drawings or referred to in the Specifications are the only utility equipment that may be encountered. Prior to commencing Work, the Contractor shall visit the site

and to the extent possible shall confirm the existence and location of all utility equipment and shall, during the course of the Work, make diligent and continuous efforts to confirm the locations of all utility equipment at and adjacent to the site. The Contractor shall promptly notify the Architect in writing, prior to commencing affected portions of the Work, of any utility equipment that the Contractor discovers and that has not been identified on the Drawings. If and as directed by the Architect, the Contractor shall make necessary arrangements with utility companies for the protection, alteration or relocation of utility equipment necessary in connection with performance of the Work, and shall notify all municipal departments and utility companies concerned of the time and location of any work which may affect them. The Contractor shall be responsible for all costs and all claims, damages and liabilities arising directly or indirectly from any damage to utility equipment or any intentional or unintentional interruption of service occurring in connection with the Work or other operations of the Contractor.

28. DISPOSAL AND HAZARDOUS MATERIALS

28.1 The Contractor shall dispose of any and all debris, waste, and soils, outside of the limits of the Town of Winchester, including any and all material transported from the project site for disposal. The Contractor shall handle, remove, and dispose of hazardous and chemical waste in accordance with all applicable laws. The Contractor shall make all arrangements and obtain any approvals necessary for said disposal from the owners or officials in charge of the applicable disposal sites and shall bear all cost, including fees resulting from such disposal, including tipping fees. Garbage shall be removed daily.

28.2 No open fire shall be permitted on site without the Owner's prior written permission.

28.3 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The term "Hazardous Materials" shall include "hazardous materials" as defined in M.G.L. c. 21E and "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Superfund Amendments and Reauthorization Act of 1986, 42. U.S.C. Section 9601 et seq., as all such laws and statutes have been amended, and regulations promulgated pursuant to such laws and statutes.

28.4 The Contractor shall promptly remedy at its own expense damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section 27, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations elsewhere in the Contract Document.

28.5 The Owner shall not be responsible for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall

be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

28.6 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section 28, except to the extent that the cost and expense are due to the Owner's fault or negligence.

28.7 The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31, at a minimum, as required by M.G.L. c.149, §44G.

28.8 Damages to materials in place or stored such as, but not limited to, deterioration, loss of material life cycle length, shrinkage, staining, warping, cracks, caused by inadequate Site and Weather Protection shall be immediately replaced at the Owner's or Architect's request at the Contractor's expense.

28.9 The Contractor shall at all times protect excavations, trenches, buildings and materials, from rainwater, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

28.10 The Contractor shall remove snow and ice which might result in damage or delay.

29. QUALITY OF MATERIAL

29.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly submitted, approved, and authorized may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

29.2 The Architect may reject materials if the Architect reasonably determines that such materials do not conform to the Contract Documents. No rejected materials, the defects of which have been subsequently corrected, shall be used in the Work except with the written permission of the Owner. No extra time shall be allowed for completion of the Work due to the rejection of non-conforming materials.

29.3 The Architect's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Architect, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Architect as unsuitable or not in

conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

29.4 Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the site of the Project; but all such materials shall, upon being so attached or affixed, become the property of the Owner.

29.5 All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Owner and the Architect for determination of appropriate actions to be taken. The Owner shall be the final decision factor in determination of items of historical or archaeological interest and may or may not take possession of said items, without charge or costs to the Owner.

30. WORK HOURS AND RATES

30.1 Construction shall be conducted only between 7:00 a.m. and 6:00 p.m. weekdays, and 9:00 a.m. and 5:00 p.m. Saturdays. No construction is permitted on Sundays or holidays except where permitted by state law, in which case construction shall be permitted only between 9:00 a.m. and 5:00 p.m.

30.2 No laborer, worker, mechanic, foreperson or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of emergency.

30.3 Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

30.4 The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

30.5 It is the obligation of the Contractor to assure that the Contractor and all of its subcontractors comply with the requirements of the Massachusetts Prevailing Wage Law, MGL c. 149 §26-27H. The Contractor shall be responsible for all loss, cost and damage suffered or incurred by the Owner as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of MGL c.149 §27, and shall release, indemnify, hold harmless and defend the Owner, the Architect, their officers, employees and consultants, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the Contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the Contractor's defense obligation, the claimed violation thereof). Unless otherwise expressly provided in the Contract Documents, all payroll records required to be submitted to the Owner shall be delivered to a designated employee of the Owner, and not to the Architect. Minimum wage rates have been determined by the State and/or Federal Labor Department and the

Contractor in payment of wages shall be bound by such schedules in the performance of the Work herein provided in the Contract Documents.

30.6 There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in the Work on the project under this Contract in the trade or occupation listed in the Prevailing Wage Rate sheets, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

30.7 When both the State and Federal Wage Rate schedules are applicable to the Project, the contractor shall pay the higher of the two Wage Rates in the trade or occupation listed and provide the required certifications, statements of compliance, and weekly payroll reporting forms required for both the State and Federal wage rate paid.

30.8 Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the listed classifications, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed, and such minimum wage rates shall be retroactive to the time of initial employment of such persons in such classification.

30.9 The scheduled wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of those specified in this Contract.

30.10 Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner.

30.11 The Contractor shall post at appropriate conspicuous points on the site of the Project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

30.12 The Contractor agrees that, in case of underpayment of wages to any worker under this Contract by the Contractor or subcontractors, the Owner may withhold from the Contractor out of payment due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

31. REPORTS, RECORDS AND DATA

31.1 The Contractor and each of the contractors subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

31.2 The Contractor and each subcontractor shall prepare payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Owner. Each such payroll shall show, among other things, the total number of persons and of that number the total number of minority persons, on the payroll at skilled, semi-skilled and unskilled classifications employed by the Contractor or the subcontractor (as the case may be) upon the work covered by their Contract, the amount of each payroll and total man-hours worked for each such indicated grouping. The Contractor shall submit weekly to the Owner two certified copies of all payrolls of the Contractor and of the subcontractor. The certification with respect to each such payroll shall affirm that the payroll is correct and complete, that the wage rates contained therein for laborers and mechanics are not less than those applicable to such laborers and mechanics pursuant to this Contract, and that the classifications set forth for each laborer or mechanic conform with the work performed. The payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the Work shall be maintained during the course of the Work and preserved for a period of three years thereafter. Such payroll records shall contain the name and addresses for each such employee, the correct classification, rate of pay, daily or weekly number of hours worked, deductions made and actual wages paid. The Contractor and each subcontractor shall make all employment records with respect to persons employed by the work covered by this Contract available for inspection by the Owner. The Owner shall be permitted to interview employees of the Contractor or any subcontractor during working hours on the job without claims of delay by the Contractor or subcontractor to the Owner.

32. CHANGES IN THE WORK

32.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract Sum or in the time for performing the Contract, shall be authorized in the form of one, or a combination of, the following written instruments: Change Order, Construction Change Directive, or a Minor Change in the Work. The term "equitable adjustment" as used in this paragraph shall include all adjustments to the Contract Sum or time to which the Contractor or the Owner is entitled pursuant to M.G.L. c.30 §§39N and 39O and such equitable adjustment shall be made in accordance with the provisions of this Article.

32.1.1 A Minor Change is a written order binding on the Contractor issued by the Architect, with the concurrence of the Owner, not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

32.1.2 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect, stating their agreement regarding a change in the work, including a change in the Contract Sum or Contract Time, without invalidating the Contract.

32.1.3 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner, and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may, by Construction Change Directive, and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted by Change Order, accordingly.

32.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect; a Construction Change Directive requires agreement by the Owner and the Architect and may or may not be agreed to by the Contractor; an order for a Minor Change in the Work may be issued by the Architect with the concurrence of the Owner.

32.3 Change Orders and Construction Change Directives must be counter-signed by the Owner in order to be effective. When Change Orders and/or Construction Change Directives increase the cost of the Work, no obligation shall be incurred without a duly executed Purchase Order, issued and approved, in the amount of such increase.

32.4 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect and the Owner, in such form as the Architect may require, a "Change Proposal" including a full description of the character and scope of work involved in any proposed extra Work or change in the Work, an accurate written estimate of the cost of such proposed change including all elements of pricing in appropriate detail, and an explanation of the impact of the proposed change on the construction schedule. The cost estimate shall indicate the quantity and unit cost of each item of material or other product and the number of hours of Work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this article. If required by the Architect or the Owner, in order to establish the exact cost of new Work added or of previously required Work deleted, the Contractor shall obtain and furnish to the Architect bona fide proposals (on letterhead) from Subcontractors, Sub-subcontractors or recognized suppliers for furnishing labor and materials included in such Work, including the same supporting information. The Contractor shall promptly revise and resubmit such cost estimate if the Architect or the Owner determines that it is not in compliance with the requirements of this article, or that it contains errors of fact or mathematical errors. The Contractor shall state in the Change Proposal any extension of the Contract Time that the Contractor believes is necessary if the change or extra Work is ordered or that the Contractor believes it is entitled to for any other reason. If the Contractor claims an extension of the Contract Time, the Contractor shall provide in the Change Proposal a full explanation of the need for a time extension with supporting documentation, including a schedule impact analysis (sometimes referred to as a time impact analysis) in form acceptable to the Owner and the Architect indicating the activities affected and overall impact on the schedule of the proposed change.

32.5 Change Proposals shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. By submitting a Change Proposal, the Contractor shall be deemed to certify in writing that the Change Proposal includes all Work affected by the change, that the cost estimate indicated in the Change Proposal includes all direct, supplemental, indirect, consequential, serial and cumulative costs and delays, as applicable, and that those costs and delays would be necessarily incurred if the change or extra Work is ordered, despite the Contractor's commercially reasonable and diligent efforts to mitigate them. The Contractor shall cooperate fully with the Owner and the Architect to provide sufficient substantiation and explanation of costs and schedule impacts to allow the Owner and the Architect to reasonably evaluate the Change Proposal.

32.6 If the Contractor believes that a change has occurred by reason of any Work performed or materials furnished or by reason of any direction or interpretation by the Owner or the Architect or by reason of any other event, circumstance or occurrence, the Contractor shall submit to the

Owner a notice of claim or Contractor Change Notice and shall thereafter request that a Change Order be issued by submitting to the Owner a "Contractor Change Request" within ten (10) days of discovery of the need for the change reflected in the Contractor Change Requests. A Contractor Change Request shall be expressly identified as such and shall contain, at a minimum, the information and certifications required to be included in a Change Proposal. Without limitation, a Contractor Change Request must detail the character and scope of the Work involved and provide clear and detailed justification that a change has occurred or that the Contractor is otherwise entitled to an adjustment in the Contract Sum or the Contract Time, and shall include the applicable Contract Document references supporting the Contractor's claim and the efforts taken and to be taken by the Contractor to prevent or minimize costs or schedule extension. All Contractor Change Requests submitted by the Contractor shall provide sufficient detail for the Owner to understand the basis for the adjustment in compensation or schedule extension requested. The Contractor shall furnish, within five (5) days after request from the Owner or the Architect, such further information and details including but not limited to books of account, records and other documents of the Contractor or its Subcontractors or Sub-subcontractors as may be required by the Owner or the Architect to determine the facts or issues involved in the Contractor Change Request. The Contractor's failure to deliver such information shall be sufficient cause for rejecting any Contractor Change Request. If the Owner fails to notify the Contractor as to the Owner's determination with respect to a Contractor Change Request within thirty (30) days after receipt by the Owner of a full and complete Contractor Change Request as provided herein, such failure shall be deemed to constitute a determination by the Owner that no change has occurred, and such deemed determination shall be effective as of the last day of such thirty-day period. If the Owner rejects (or is deemed to have rejected) a Contractor Change Request in whole or in part and the Contractor disputes such rejection, such dispute shall be resolved as provided in Article 35. Failure of the Contractor to comply strictly with the notice requirements and time periods set forth in Article 34 and this Article 32 shall be conclusively deemed to constitute a waiver by the Contractor of any Claim or any other right to an adjustment in the Contract Sum or the Contract Time with respect to any Work or any other occurrence, event or circumstance which is the subject of a Contractor Change Request, Change Proposal or other Claim of the Contractor.

32.7 This contract shall not be deemed to have been made until the auditor or accountant or other officer of the Owner having similar duties has certified thereon that an appropriation in the amount of this contract is available therefore and that an officer or agent of the Owner has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Owner having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Owner of its liability to pay for such Work.

32.8 The Contractor shall perform all work as directed by the Architect and Owner, and if the Architect and Owner determines that certain work for which the Contractor has requested a change order does not represent a change in the Work under the Contract, or if the Contractor, the Architect, and the Owner cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must follow the notice requirements and maintain the records required by Claims in the Contract Documents.

33. STATUTORY CHANGE ORDER PROVISIONS

33.1 IN addition to the foregoing, Contract may seek an equitable adjustment pursuant to Massachusetts General Laws Chapter 30, §39N, reproduced below, where applicable.

“Chapter 30: Section 39N. Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Section 39N. Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.”

34. TIMELY DECISION BY OWNER OR ARCHITECT

34.1 Whenever this Contract requires the Owner or its Architect to make a decision during construction of the Project, on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, that decision shall be made promptly and, in any event, no later than thirty days after receipt of a written submission for such decision by the Contractor; but if such decision requires extended investigation and study, the Owner or the Architect shall within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

34.2 The Contractor shall notify the owner in writing of a “Timely Decision” request that has not received response as required prior to the expiration of twenty-eight days of the written request.

35. CLAIMS AND DISPUTES

35.1 A Claim is a demand by one of the parties seeking adjustment or interpretation of Contract terms or contract documents, payment of money, or extension of time. Claims also include other

disputes between the Owner and Contractor or the Contractor and the Architect arising out of the Contract. Claims must be initiated by written notice to the Owner. The responsibility to substantiate a claim shall rest with the Contractor.

35.2 The Contractor shall notify the Owner within seven (7) days after occurrence of the event giving rise to any claim. The Contractor shall fully document and detail the factual and contractual basis of the Claim in writing to the Owner within thirty (30) days of the initial seven (7) day notification of claim. The Contractor shall have the burden of demonstrating the effect of the claim and shall furnish the Owner with such documentation and information as the Owner may reasonably require.

35.3 When a claim is resolved by a Change Order signed by the Owner and the Contractor, the Change Order shall represent the entire compensation, including without limitation all direct, indirect, consequential, and other costs, mark-ups, and damages and all extensions of time, owed to the Contractor for the events or circumstances giving rise to the claim.

35.4 Pending resolution of a claim or dispute, the Contractor must proceed with the disputed Work, as directed by the Architect or the Owner. The Contractor must give written notice to the Owner and the Architect stating that the Contractor is proceeding with the disputed work under protest. Accurate records of the nature and extent of the disputed Work and of the time spent, labor, materials, and equipment used on the disputed Work shall be maintained by the superintendent and verified daily by the Owner or Architect. Failure of the Contractor to maintain such records shall cause the Contractor to forfeit its claim to additional compensation for such disputed work.

35.5 Pending final resolution of Claims, unless agreed in writing by the Owner, the Contractor shall proceed diligently with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

35.6 The Owner will not be obligated under Claims to grant an extension of time unless the contractor can demonstrate that the critical path has been negatively affected.

35.7 The Owner shall resolve all Claims in the manner it deems appropriate and shall provide the Contractor with a written description of such resolution within thirty (30) days of receipt of the Claim. If the Owner cannot resolve the Claim within thirty (30) days, the Owner shall send a written notice to the Contractor. If the Owner fails to resolve a Claim within the thirty (30) days of receipt, or any extended period, or by final payment, the Claim shall be deemed to be denied by the Owner.

35.8 The Contractor, as a precondition to commencing litigation shall have fully complied with the requirements that its claim has been denied or deemed denied and that the Contractor has complied with all other applicable provisions of the Contract Documents, including those provisions that are applicable to the Work that is the subject of the Claim.

35.9 Notwithstanding any contrary provision of this contract, no decision by the Owner or by the Architect on a dispute, whether of fact or of law, arising under said contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

36. SCHEDULE OF VALUES

36.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. The Schedule of Values shall be approved by the Owner. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract.

36.2 The schedule of values shall contain a separate item for each Section of the Specifications broken down in such form as the Architect may require.

37. APPLICATIONS FOR PAYMENT

37.1 Retainage – The Contractor agrees that the Owner may retain from all of the payments due, including final payment, under this contract, five percent (5%) of the amount thereof, and may expend the same, in the manner hereinafter provided, in making such repairs or replacements of said work as the Owner may deem expedient.

37.2 At least (30) days prior to the date established for progress payments, the Contractor shall submit to the Architect an itemized Application for Payment for the Work completed consistent with the Contract Documents and the Schedule of Values including lien waivers from the Contractor and all subcontractors and suppliers and all other supporting documentation that the Owner may reasonably require. The Architect's certification of said application shall signify that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge and information, the quality of the Work is in accordance with the Contract Documents. The Architect's certification is subject to an evaluation of the Work for conformance with the Contract Documents prior to Substantial Completion, and subsequent results of tests and inspections, to correction of minor deviations from the Contract Documents and to specific qualifications expressed by the Architect. The certification of the Application for Payment shall not eliminate the Contractor's requirements for the Work to comply with the Contract Documents at any time.

37.3 Such Application for Payment shall be notarized by the Contractor. Applications for payment shall not include requests for payments that the Contractor does not intend to pay to a Subcontractor or material supplier based on a dispute or any other reason. The Contractor shall certify that all previous certificates for payment have been previously issued and payments received from Owner, to the best of the Contractor's knowledge, are free of liens, claims, security interests, or encumbrances in the favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by having provided labor, materials, equipment relating to the Work. The Owner may request certification from subcontractors or a waiver of liens to this effect.

38. CERTIFICATES FOR PAYMENT

38.1 The Architect shall mark the date of receipt on the Contractor's Application for Payment. The Architect shall, within seven days after receipt of the Contractor's Application for Payment:

1. issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines are properly due according to the terms of the Contract Documents;
2. return the application to the Contractor if it is not in proper form or containing computations not arithmetically correct;
3. make changes to the application; or
4. reject in whole or in part the application and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part. Such reasons may include, without limitation:
 - i. The quality of a portion, or all, of the Contractor's work not being in accordance with the Contract Documents;
 - ii. The quantity of the Contractor's work not being as represented in the Application for Payment;
 - iii. The Contractor's rate of progress being such that, in the opinion of the Owner, Substantial or Final Completion, or both may be delayed or that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - iv. The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations, including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - v. Claims made, or likely to be made, against the Owner or its property;
 - vi. Loss or damage cause by the Contractor;
 - vii. Any lien or attachment not discharged as required under Section 38.4; or
 - viii. Contractor's failure or refusal to perform any of its obligations under the Contract Documents.

38.2 The Owner may make changes in any Application for Payment submitted by the Contractor and the payment due on said Application for Payment shall be computed in accordance with those changes. The Owner may require the Contractor to resubmit the Application for Payment with the Architect and the Owners corrections reflected. Such resubmitted Application for Payment shall be clearly marked a resubmittal and dated.

38.3 No certificate for payment nor any progress payment shall constitute acceptance of Work not in accordance with the Contract Documents.

38.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner upon the first to occur of (a) incorporation into the Work and (b) no later than the time of payment on such Application. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall , to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. If a lien is filed or claimed against the Work by any Subcontractor, laborer, or supplier, the Contractor shall immediately, at its expense, bond such lien in accordance with Massachusetts General Laws, or otherwise cause such lien to be discharged in a manner acceptable to the Owner and its lender; provided, however, that the Contractor shall not be obligated to bond or discharge any such lien to the extent such lien is the result of the Owner's failure to make payment for the Work in accordance with the Contract. If the Contractor shall fail to do so, the Owner may, at its option and at the Contractor's expense, bond such lien or otherwise cause it to be discharged, and deduct all amounts so paid from the Contract Sum or from the next succeeding Application(s) for Payment until the total amount of same is recouped by the Owner.

38.5 No portion of the Contract Sum will be obligated for payment of costs incurred with respect to any action of the project after the Owner has requested that the Contractor furnish data concerning such action prior to proceeding further, unless and until the Contractor is thereafter advised in writing by the Owner that there is no objection to so proceeding.

38.6 The Contractor agrees to refund to the Owner, payment which the Owner determines were not properly due to the Contractor under the terms of the Contract Documents.

39. PAYMENT FOR STORED MATERIALS

39.1 The Contractor shall include in such Application for Payment only such materials as are incorporated in the Work. Except however, the Contractor may, with prior written authorization of the Owner, include the value of materials or equipment delivered at the site of the Work, or at some location agreed to in writing by the Owner and Architect and that shall be suitably stored and within 25 miles of the Project and accessible for inspection and testing as determined to be necessary by the Architect and Owner, upon delivery to the Owner of:

1. a Transfer of Title in a form acceptable to the Owner; and
2. a receipt of payment by the Contractor for stored materials and equipment charges for storage, insurance or encumbrances, and transportation costs to the Project, and
3. a receipted invoices or other acceptable proof of prior payment by the Contractor for such materials or equipment; and
4. a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any vandalism, casualty, loss, or theft prior to their inclusion in the Work.

5. Written confirmation by the Architect to the Owner that this material(s) or equipment, in the judgment of the Architect meets the requirements of the Contract Documents, is ready for prompt use; and is properly stored by the Contractor and adequately protected until incorporated into the Work.

40. PROGRESS PAYMENTS

40.1 After the Architect has issued a Certificate for Payment, the Owner shall make payments to the Contractor in accordance with M.G.L.c.30 39K provided below.

40.1.1 “Chapter 30: Section 39K. Public building construction contracts; payments

Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:— Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the

place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the Architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation

form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.”

41. SUB-CONTRACTOR PROGRESS PAYMENTS

41.1 The Contractor shall make payments to Subcontractors in accordance with M.G.L.c.30 39F provided below.

41.1.1 “Chapter 30: Section 39F. Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of

that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient

to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party

aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.”

42. WARRANTY

42.1 The Contractor warrants to the Owner and Architect that all of the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required by the Contract Documents, that all of the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Unless otherwise provided, all special guarantees and warranties referred to in the Contract Documents shall commence as of the date of Substantial Completion of the Work, except that warranties on any items or systems completed after Substantial Completion shall commence when such items or systems have been completed. All such guarantees and warranties shall extend for the period of time provided therein. Copies of all such warranties shall be submitted to the Owner prior to final payment. The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranties will be performed in accordance with their terms and conditions. All Subcontractors' and manufacturers' warranties required under the Contract Documents shall be deemed to be assigned to the Owner pursuant to this Contract whether or not such warranties are physically delivered to the Owner as required.

42.2 The warranties in this Section shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

42.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet the requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which the Architect requests that would lead to a reasonable certainty that the material used, or proposed to be used, for the Work meets the Contract Documents requirements. All such data shall be furnished at the Contractor's expense.

42.4 Any additional cost, or any loss or damage arising from the substitution of any material or any method for Work originally specified shall be paid by the Contractor, unless such substitution was made at the written request or direction of the Owner or Architect.

42.5 No additional charge shall be made by the Contractor for attending meetings at the site to diagnose problems or to instruct the Owner's personnel in the proper operation or maintenance of the Work, or for making initial or seasonal adjustments (not including normal maintenance) of mechanical systems or other Work during the applicable warranty period. The Contractor shall provide such service promptly upon request from the Owner. In case of emergency, service shall be provided as necessary to avoid loss or damage or to maintain normal use of the premises.

43. GENERAL GUARANTY

43.1 If at any time during the period of one (1) year from the date of Substantial Completion part of the Work, or any material or equipment that is part of the Work, shall, in the reasonable determination of the Architect or Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement.

43.2 If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of in hand personal delivery or mailing such notice, then the Owner may employ other persons to make the same.

43.3 The Contractor agrees, upon demand, to pay to the Owner all amounts, which the Owner expends for such repairs or replacements.

43.4 During this one-year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items.

43.5 The one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract Documents, nor does it limit the time which proceedings may be commenced to establish Contractor's liability with respect to the Contractor's obligations of the Contract Documents, nor does it limit the time of the obligations of the Contract Documents of unforeseen conditions or failure to carry out work according to the Contract Documents.

43.6 The Contractor's obligation to correct Work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

44. ENERGY STAR

44.1 The Contractor shall be responsible for achieving and providing Energy Star Certification prior to Substantial Completion approval.

44.2 The Contractor shall prepare, submit, and pay processing fee for all applications for rebates for Energy Star Components, Energy Star Certifications, or non-Energy Star components that are available as part of the Work or any components of the Work for the project.

44.3 The Contractor shall verify that all Rebate refunds are made payable and delivered to the Owner with the appropriate project reference annotated thereof.

45. SUBSTANTIAL COMPLETION

45.1 Substantial completion is the stage in the progress of the Work when the Work or a designated portion of the work is sufficiently complete and in accordance with the Contract Documents so that the Owner can occupy or use the Work for its intended purpose with only minor items which have no material effect on the use, function or value of the Work and which can be corrected or completed without any interference with the Owner's use of the Work remaining to be corrected or completed.

45.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

45.3 Upon receipt of the Contractor's list of items to be completed or corrected, the Architect shall promptly make a thorough inspection and prepare a "punch list", setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or are incomplete.

45.4 If, after receipt of the Contractor's list, the Architect determines that the Work is not substantially complete, the Architect shall inform the Contractor of those items that must be completed before the Architect will prepare a punch list. Upon completion of those items, the Contractor shall again request the Architect to prepare the punch list.

45.5 When the punch list has been prepared, the Contractor shall arrange a meeting with the Architect and Subcontractors to identify and explain all punch list items and address questions on the work which must be done before final acceptance.

45.6 The Architect may revise the punch list, from time to time, to ensure that all items of the Work are properly completed.

45.7 The Contractor shall complete all the remaining items of the Work, as soon as possible, and in any event within one hundred and twenty days after Substantial Completion, unless the

Architect determines that a shorter time period for completion is appropriate, in which event the Contractor must complete the Contract work within such period.

45.8 If the Contractor fails to complete the remaining items of Work within the time period provided the Owner may arrange for other contractors to complete such items and the direct and indirect costs of such completion shall be charged against the balance due the Contractor or, if no such balance remains, the Contractor shall pay the Owner the costs of such completion. Alternatively, the Owner may invoke the performance bond of the Contractor and demand that the surety shall complete the remaining items of work in a timely manner.

45.9 The Architect will conduct up to three (3) inspections of completed punch list items. The Contractor shall be responsible for the costs of additional inspections required to verify successful completion of the punch list.

45.10 Upon verification of submittals and inspection by the Owner and Architect that the Work or a portion of the Work the contractor has requested has reached Substantial Completion, the Owner shall authorize the Architect to prepare a Certificate of Substantial Completion establishing the Date and stating the responsibilities of the Owner and the Contractor for utilities, heat, damage, insurance, maintenance, and security. The Contractor and the Owner shall provide written acceptance of the terms of the Certificate.

46. PARTIAL OCCUPANCY

46.1 The Owner may partially occupy or use a portion of the Work that has not reached Substantial Completion. In such an event, the Owner and the Contractor shall prepare a written agreement agreeing on the terms of payments for security, maintenance, heat utilities, damage to the Work, insurance, correction of the Work, and warranties. The Architect shall inspect and document the area, with the Owner and the Contractor that shall be Partially Occupied prior to the Owner's partial occupancy. Partial Occupancy by the Owner shall not constitute acceptance of any Work not complying with the Contract Documents.

46.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

46.3 Upon receipt of notice of intent to partially occupy, the Contractor shall promptly secure and submit to the Architect endorsement from all insurance carriers issuing policies covering the Work permitting use and occupancy of the Work, or any designated portion thereof, by the Owner prior to Substantial Completion of the entire Project.

47. FINAL PAYMENT

47.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in

accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 47.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

47.2 Prior to and as a condition precedent to final payment, all of the following matters shall have been resolved and documents and items shall have been received and approved in writing by the Owner: (1) final documents of similar nature to those required by the Contract Documents in connection with any Application for Payment hereunder; (2) proof of the satisfactory completion of all required inspections and issuance of all final permits, approvals, sign-offs, certificates, affidavits, and authorizations for use and occupancy of the Project required by any authority having jurisdiction, including an unconditional and full permanent certificate of occupancy, (3) formally prepared "as built" Record Drawings, Specifications, records and related data, all in accordance with the requirements of the Contract Documents, (4) all operating and maintenance manuals and parts lists required by the Contract Documents, (5) all guarantees and warranties to which the Owner is entitled hereunder, (6) satisfactory proof that all claims arising out of the Work and any liens arising out of the same that have been filed or recorded have been released or bonded, (7) acknowledgement of prior payments and final waivers of lien from the Contractor and all Subcontractors and suppliers, (8) the Architect's certificate certifying that the Work is complete and complies with the Contract Documents, (9) if applicable, a satisfactory report by the Contractor that is approved by the Architect that all mechanical systems have been approved and are properly balanced, (10) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible have been paid or otherwise satisfied, (11) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (12) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (13) consent of surety, if required, to final payment, and (14) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against any claim, including any lien that a Subcontractor may assert against the Owner.

47.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

47.4 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of warranties required by the Contract Documents; or
4. faulty or defective work appearing after Final Payment.

47.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

47.6 The Owner may withhold from payment on the final Application for Payment any amount to which it would have been entitled to withhold payment on any other Application for Payment pursuant to Section 38.

48. RECORD KEEPING

48.1 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

48.2 Until the expiration of six years after final payment, the Inspector General, the Owner, and the Department shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.

48.3 The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner including the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

49. TERMINATION

49.1 The Owner shall, in addition to any other rights or remedies it may have under this Contract or pursuant to any applicable law, have the right to terminate the employment of the Contractor if the Contractor:

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and subcontractors;

3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of the Owner or any other public authority;
4. is guilty of substantial breach of a provision of the Contract Documents;
5. sublets or assigns all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract;
6. the Architect and/or the Owner has determined that the rate of progress required on the project is not being met, and that Substantial Completion of the Work shall not occur consistent with the Contract Documents; or
7. the Contractor has violated the Contract Documents by providing sub-standard workmanship in the opinion of the Architect and/or the Owner.

49.2 If the right of the Contractor to proceed is so terminated, the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, five (5) business days' written notice, terminate the Contract and the employment of the Contractor and may, subject to any prior rights of the surety, take any one or more of the following actions:

1. take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the Work, and necessary therefore. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them;
2. exclude the Contractor from the site of the Work;
3. accept assignment of subcontracts in accordance with Section 9.3 of this Contract;
4. finish the Work by whatever reasonable method the Owner may deem expedient through the Owner's forces or the hiring of other contractors; or
5. require the surety or sureties to complete the Contract.

49.3 Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until the Work is completed. If the unpaid balance of the Contract Sum shall exceed the cost of completing the Work, including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the Work shall exceed the unpaid balance, the Contractor or the Contractor's sureties shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner at the Contractor's request. This obligation for payment shall survive termination of the Contract.

49.4 All expenses charged under termination shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor under this Contract; and in such accounting

the Owner shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the completion of the Work or any part thereof.

49.5 Expenses incurred in termination shall also include, but not be limited to, costs for engineering extra services, additional Clerk of the Work services, and Owner's representative services required, in the opinion of the Owner, to successfully inspect and administer the construction contract through final completion.

49.6 In addition to the termination rights provided in Sections 49.1-75.5 above, the Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment in an amount equal to direct, out-of-pocket costs incurred by the Contractor (including costs incurred in the cancellation of subcontracts). The Contractor shall include in all subcontracts provisions allowing for the termination of such subcontracts for convenience without penalty or unearned profit.

50. PROTECTION OF LIVES AND HEALTH

50.1 The Contractor shall comply with all applicable laws both the Commonwealth of Massachusetts and Federal laws, ordinances, rules, regulations, and lawful orders of public authorities regarding safety of persons or property or protection from damage, injury or loss, and provide all safety training, and verification of license requirements for all Subcontractors and employees of the Contractor. The Contractor shall bear the cost of all loss and shall reimburse the Owner for all costs incurred regarding any loss.

50.2 In order to protect the lives and health of employees under the Contract, the Contractor and Subcontractors shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the work and for any damage which may result from their failure or their improper construction, maintenance, or operation.

50.3 The Contractor shall designate the Superintendent, or a member of the Contractor's organization to prevent accidents, and provide written notice to the Owner of the person so designated as the Safety Officer.

50.4 The Contractor shall provide and submit to the Owner, Certification under pains and penalties of perjury that the Contractor is able to furnish labor in harmony with all other elements of labor employed in the Work and that all employees employed on the work site have successfully completed at least ten (10) hours of United States Occupational Safety and Health Administration (OSHA) approved training.

50.5 The Owner shall have the authority to clean up or correct any situation which presents a hazard or unsafe condition or affects the Owner's use of the facility, without any notice requirements to the Contractor. The cost of the Owner's correction of any unsafe condition caused by an act or omission of the Contractor or Subcontractor shall be deducted from the Contract Sum and withheld from any payments otherwise due to the Contractor, at the sole election of the Owner.

51. QUALIFICATIONS FOR EMPLOYMENT

51.1 No persons under the age of sixteen years shall be employed on the project under this Contract. No persons whose age or physical condition is such as to make that persons employment dangerous to their health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a Penal or Correctional Institution and no inmate of an Institution for mental defectives shall be employed in the project under this Contract.

52. MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

52.1 The Contractor shall incorporate or cause to be incorporated, in all of its agreements, contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

52.2 No member, officer or employee of the Owner, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public officials, member, officer or employee of the Town of Winchester, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Contract.

53. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

53.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts without respect to its choice of law rules.

53.2 The Contractor's Work hereunder shall be subject to all applicable Federal, State, and local laws, codes, and regulations, and order of court or administrative agencies. The Contractor shall

comply, and shall require any subcontractor to comply, with the below cited Local, State, and Federal Laws, and shall incorporate these laws in any written agreement between the Contractor and a subcontractor. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, whether expressly stated or not.

53.3 If the Contractor is a foreign corporation, it shall comply with M.G.L. c. 156D, and M.G.L. c.30, §39L.

53.4 During the performance of his contract, the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

1. In connection with the performance of Work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, sexual orientation, genetic information, ancestry, handicap, or any other basis prohibited by law. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship.
2. The Contractor, in the performance of all Work after award will not discriminate on grounds of race, color, religious creed, national origin, age, sex, sexual orientation, genetic information, ancestry or handicap, or any other basis prohibited by law, in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

54. CONTRACTOR'S ACCOUNTING METHODS REQUIREMENTS

54.1 The words defined herein shall have the meaning stated below whenever they appear in this Article 54:

1. "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a Contract as defined in Subsection 54.1.2.
2. "Contract" means any contract awarded or executed pursuant to M.G.L. c.7, §38A1/2 - 380, inclusive, and any contract awarded or executed pursuant to M.G.L. c. 25A, §11C, M.G.L. c. 30, §39M, or M.G.L. c.149, §44A-44H, inclusive, which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. c.30, §39R.
3. "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

4. “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public account under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant’s independence shall not be confined to the relationships existing in connection with the filing of reports with the Owner.
5. “Audit,” when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
6. “Accountant’s Report,” when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An accountant’s report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.
7. “Management,” when used herein, means the chief executive officers, partners, principals, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.
8. Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

54.2 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

54.3 Until the expiration of six years after final payment, the Owner, office of Inspector General, and the Deputy Commissioner of the Division of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her Subcontractors.

54.4 If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Owner, including in his description the date of the change and reasons

therefore, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

54.5 If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Section 54.7 below prior to the execution of the contract.

54.6 If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Section 54.9 below.

54.7 Every Contractor awarded a contract shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary:
 - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
 - ii. to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general or specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

54.8 Every Contractor awarded a contract shall also file with the Owner a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

1. whether the representations of management in response to this Section and Section 54.3 above are consistent with the result of management's evaluation of the system of internal accounting controls; and
2. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

54.9 The Contractor shall annually file with the Division of Capital Asset Management and Maintenance during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant and a provide a copy of said

statement to the Owner. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

IN WITNESS THEREOF, the Contractor and the Owner have affixed their signatures on the dates written below.

APPROVED BY THE TOWN OF WINCHESTER:

_____ Date: _____

Beth Rudolph, P.E., Town Manager

APPROVED AS TO APPROPRIATION:

_____ Date: _____

Stacie Ward, CPA, Comptroller

Account Number:

SIGNED:

[Contractor]

_____ Date: _____
[Name]
[Title]

WAGE RATE AND COMPLIANCE FORMS

TECHNICAL SPECIFICATION

**VOTE OF CORPORATION
AUTHORIZING EXECUTION OF CONTRACT**

At a meeting of the Board of Directors of _____ duly called and held on _____, 20____, at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: THAT _____ the _____ of the corporation, be and hereby is authorized to affix the corporate seal, sign and deliver in the name and behalf of the corporation, any Contract, Agreement or Obligation in this Corporation's name on its behalf.

I do hereby certify that the above is a true and correct copy of the record, that said Vote has not been amended or repealed, and is in full force and effect as of this date, and that _____ is the duly elected _____ of this Corporation.

ATTEST:

Clerk _____

(Corporate Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ (Name of Contractor) a
_____ (Corporation, Partnership or Individual) hereinafter
called "Principal" and _____ (Surety) of
_____, State of _____
hereinafter called the "Surety," are held and firmly bound unto the Town of Winchester,
Massachusetts, hereinafter called
"Owner," in the sum of _____ Dollars (\$ _____
_____) in lawful money of the United States for the payment of which sum well and truly to be
made, we bind ourselves, and heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof for _____

_____.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,
subcontractors and corporations furnishing materials for or performing labor in the prosecution of
the work provided for in such contract, and any authorized extensions or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all telephone, electric, water or other utility service, or rental of equipment directly
applicable to the contract, and all insurance premiums on said work, and for all labor, performed
in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise
to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to
be performed thereunder of the specifications accompanying the same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that the amount of this bond shall be reduced by and to the extent of any
payment or payments made in good faith hereunder, inclusive of the payment by Surety of
mechanics' liens which may be filed or recorded against such improvements, whether or not claim
for the amount of such lien be presented under and against this bond.

In WITNESS WHEREOF, we hereto set out hands and seals, this the ____ day of _____,
20____.

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

(Address – Zip Code)

ATTEST:

(Surety Secretary)

(SEAL)

Witness as to Surety

(Address – Zip Code)

Principal

By: _____(S)

(Address – Zip Code)

Surety

By: _____
Attorney-in-Fact

(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ (Name of Contractor)
a _____ (Corporation, Partnership or Individual)
hereinafter called "Principal" and _____ (Surety) of
_____, State of _____
hereinafter called the "Surety," are held and firmly bound unto the Town of Winchester,
Massachusetts, _____ hereinafter called
"Owner," in the sum of _____ Dollars (\$____
_____) in lawful money of the United States for the payment of which sum well and truly to be
made, we bind ourselves, and heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto
attached and made a part hereof for _____

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original
term thereof, and any extension thereof which may be granted by the Owner, with or without notice
to the surety, and if he shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which
the Owner may incur in making good any default, and make at its own cost and expense any and
all defects and deficiencies in materials or workmanship which may appear in the work provided
for in said contract within the period of one (1) year from the date of approval and acceptance of
all work under said contract, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to
be performed thereunder or the specifications accompanying the same shall in any wise affect its
obligation, on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.

AND PROVIDED, however, that the Surety and Sureties, for value received, hereby stipulates and
agrees to fully perform and complete the work mentioned and described in said contract and
specifications, or cause said work to be performed and completed pursuant to the terms, conditions
and covenants thereof, if for any cause, said Principal fails or neglects to fully perform and
complete said work; and the Surety of Sureties further agree to commence said work of completion
or cause said work of completion to commence within twenty (20) days notice thereof from the
Owner and to complete same or cause same to be completed within twenty (20) days of the time
allowed, said Principal, in said contract and specifications for the completion of said work.

AND PROVIDED, THAT THE SAID Surety and Sureties, for value received hereby further stipulate that should the Principal for any reason terminate the contract and have the contract terminated, the Owner shall have the right to complete the contract, under the direction of its own Architect with all rules, regulations, clauses, etc., of the original contract and specifications in full effect.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any claimant hereunder, whose claim may be unsatisfied.

In WITNESS WHEREOF, we hereto set out hands and seals, this the ____ day of _____, 20____.

ATTEST:

(Principal Secretary)

(SEAL)

Witness as to Principal

(Address – Zip Code)

ATTEST:

(Surety Secretary)

(SEAL)

Witness as to Surety

Principal

By: _____(S)

(Address – Zip Code)

Surety

By: _____
Attorney-in-Fact

(Address – Zip Code)

(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Winchester
Contract Number: **City/Town:** WINCHESTER
Description of Work: Surface preparation and application of surface applied corrosion inhibitor on the underside of the first floor concrete structure at Winchester High School.
Job Location: 80 Skillings Road, Winchester, MA 01890

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$41.05	\$14.91	\$20.17	\$0.00	\$76.13
	06/01/2025	\$42.05	\$14.91	\$20.17	\$0.00	\$77.13
	08/01/2025	\$42.05	\$15.41	\$20.17	\$0.00	\$77.63
	12/01/2025	\$42.05	\$15.41	\$21.78	\$0.00	\$79.24
	06/01/2026	\$43.05	\$15.41	\$21.78	\$0.00	\$80.24
	08/01/2026	\$43.05	\$15.91	\$21.78	\$0.00	\$80.74
	12/01/2026	\$43.05	\$15.91	\$23.52	\$0.00	\$82.48
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$40.88	\$14.91	\$20.17	\$0.00	\$75.96
	06/01/2025	\$41.12	\$14.91	\$20.17	\$0.00	\$76.20
	08/01/2025	\$41.12	\$15.41	\$20.17	\$0.00	\$76.70
	12/01/2025	\$41.12	\$15.41	\$21.78	\$0.00	\$78.31
	06/01/2026	\$43.12	\$15.41	\$21.78	\$0.00	\$80.31
	08/01/2026	\$43.12	\$15.91	\$21.78	\$0.00	\$80.81
	12/01/2026	\$43.12	\$15.91	\$23.52	\$0.00	\$82.55
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$41.24	\$14.91	\$20.17	\$0.00	\$76.32
	06/01/2025	\$42.24	\$14.91	\$20.17	\$0.00	\$77.32
	08/01/2025	\$42.24	\$15.41	\$20.17	\$0.00	\$77.82
	12/01/2025	\$42.24	\$15.41	\$21.78	\$0.00	\$79.43
	06/01/2026	\$43.24	\$15.41	\$21.78	\$0.00	\$80.43
	08/01/2026	\$43.24	\$15.91	\$21.78	\$0.00	\$80.93
	12/01/2026	\$43.24	\$15.91	\$23.52	\$0.00	\$82.67
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	01/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WALTHAM)</i>	02/01/2025	\$65.80	\$11.49	\$23.59	\$0.00	\$100.88
	08/01/2025	\$67.95	\$11.49	\$23.59	\$0.00	\$103.03
	02/01/2026	\$69.30	\$11.49	\$23.59	\$0.00	\$104.38
	08/01/2026	\$71.50	\$11.49	\$23.59	\$0.00	\$106.58
	02/01/2027	\$72.90	\$11.49	\$23.59	\$0.00	\$107.98

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Waltham

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.90	\$11.49	\$23.59	\$0.00	\$67.98
2	60	\$39.48	\$11.49	\$23.59	\$0.00	\$74.56
3	70	\$46.06	\$11.49	\$23.59	\$0.00	\$81.14
4	80	\$52.64	\$11.49	\$23.59	\$0.00	\$87.72
5	90	\$59.22	\$11.49	\$23.59	\$0.00	\$94.30

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.98	\$11.49	\$23.59	\$0.00	\$69.06
2	60	\$40.77	\$11.49	\$23.59	\$0.00	\$75.85
3	70	\$47.57	\$11.49	\$23.59	\$0.00	\$82.65
4	80	\$54.36	\$11.49	\$23.59	\$0.00	\$89.44
5	90	\$61.16	\$11.49	\$23.59	\$0.00	\$96.24

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						

CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
2	45	\$22.89	\$9.83	\$1.73	\$0.00	\$34.45
3	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
4	55	\$27.98	\$9.83	\$3.40	\$0.00	\$41.21
5	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
6	70	\$35.61	\$9.83	\$16.51	\$0.00	\$61.95
7	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77
8	80	\$40.70	\$9.83	\$18.24	\$0.00	\$68.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2024	\$49.19	\$13.35	\$24.21	\$1.80	\$88.55
BRICKLAYERS LOCAL 3 (WALTHAM)						

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Waltham)								
Effective Date - 07/01/2024								
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50		\$24.60	\$13.35	\$16.43	\$0.00	\$54.38	
2	60		\$29.51	\$13.35	\$19.21	\$1.80	\$63.87	
3	65		\$31.97	\$13.35	\$20.21	\$1.80	\$67.33	
4	70		\$34.43	\$13.35	\$21.21	\$1.80	\$70.79	
5	75		\$36.89	\$13.35	\$22.21	\$1.80	\$74.25	
6	80		\$39.35	\$13.35	\$23.21	\$1.80	\$77.71	
7	90		\$44.27	\$13.35	\$24.21	\$1.80	\$83.63	
<div>Notes: Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.</div>								
Apprentice to Journeyworker Ratio:1:3								
CHAIN SAW OPERATOR			12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
LABORERS - ZONE 1			06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
			12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
			06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
			12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
			06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
			12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
			06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
			12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"								
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES			12/01/2024	\$58.18	\$15.55	\$16.50	\$0.00	\$90.23
OPERATING ENGINEERS LOCAL 4			06/01/2025	\$59.51	\$15.55	\$16.50	\$0.00	\$91.56
			12/01/2025	\$60.98	\$15.55	\$16.50	\$0.00	\$93.03
			06/01/2026	\$62.31	\$15.55	\$16.50	\$0.00	\$94.36
			12/01/2026	\$63.79	\$15.55	\$16.50	\$0.00	\$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"								
COMPRESSOR OPERATOR			12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
OPERATING ENGINEERS LOCAL 4			06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
			12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
			06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
			12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"								
DELEADER (BRIDGE)			01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36
PAINTERS LOCAL 35 - ZONE 2								

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS							
Effective Date - 01/01/2025							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18	
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76	
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29	
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82	
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19	
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73	
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25	
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30	
<div>Notes:</div> <div>Steps are 750 hrs.</div>							
Apprentice to Journeyworker Ratio:1:1							
DEMO: ADZEMAN		12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 1		06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
		12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
		06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
		12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
		06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
		12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
		06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
		12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR		12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
LABORERS - ZONE 1		06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
		12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
		06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
		12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
		06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
		12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
		06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
		12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS		12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
LABORERS - ZONE 1		06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
		12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
		06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
		12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
		06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
		12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
		06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
		12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
<div>Issue Date: 03/07/2025</div> <div>Wage Request Number: 20250306-052</div> <div>Page 9 of 37</div>							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
LABORERS - ZONE 1	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
LABORERS - ZONE 1	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
LABORERS - ZONE 1	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2024	\$78.11	\$10.08	\$21.66	\$0.00	\$109.85
PILE DRIVER LOCAL 56 (ZONE 1)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A \$69.83, 3A \$91.79,4A \$102.14 Total Rate						
DIVER TENDER	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A \$54.20, 3A \$73.93,4A \$82.05 Total Rate						
DIVER TENDER (EFFLUENT)	08/01/2024	\$83.69	\$10.08	\$24.29	\$0.00	\$118.06
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2024	\$117.16	\$10.08	\$24.29	\$0.00	\$151.53
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
2	40	\$25.99	\$13.00	\$0.78	\$0.00	\$39.77
3	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
4	45	\$29.24	\$13.00	\$16.71	\$0.00	\$58.95
5	50	\$32.49	\$13.00	\$17.21	\$0.00	\$62.70
6	55	\$35.74	\$13.00	\$17.72	\$0.00	\$66.46
7	60	\$38.99	\$13.00	\$18.23	\$0.00	\$70.22
8	65	\$42.24	\$13.00	\$18.74	\$0.00	\$73.98
9	70	\$45.49	\$13.00	\$19.24	\$0.00	\$77.73
10	75	\$48.74	\$13.00	\$19.76	\$0.00	\$81.50

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.76	\$13.00	\$0.80	\$0.00	\$40.56
2	40	\$26.76	\$13.00	\$0.80	\$0.00	\$40.56
3	45	\$30.10	\$13.00	\$16.73	\$0.00	\$59.83
4	45	\$30.10	\$13.00	\$16.73	\$0.00	\$59.83
5	50	\$33.45	\$13.00	\$17.24	\$0.00	\$63.69
6	55	\$36.79	\$13.00	\$17.75	\$0.00	\$67.54
7	60	\$40.13	\$13.00	\$18.26	\$0.00	\$71.39
8	65	\$43.48	\$13.00	\$18.77	\$0.00	\$75.25
9	70	\$46.82	\$13.00	\$19.28	\$0.00	\$79.10
10	75	\$50.17	\$13.00	\$19.81	\$0.00	\$82.98

Notes: :

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
<i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>						
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2024	\$51.78	\$15.30	\$16.40	\$0.00	\$83.48
<i>OPERATING ENGINEERS LOCAL 4</i>						
	05/01/2025	\$53.22	\$15.30	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.51	\$15.30	\$16.40	\$0.00	\$86.21
	05/01/2026	\$55.95	\$15.30	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.24	\$15.30	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.67	\$15.30	\$16.40	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2024	\$53.37	\$15.30	\$16.40	\$0.00	\$85.07
<i>OPERATING ENGINEERS LOCAL 4</i>						
	05/01/2025	\$54.82	\$15.30	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.12	\$15.30	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.57	\$15.30	\$16.40	\$0.00	\$89.27
	11/01/2026	\$58.87	\$15.30	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.32	\$15.30	\$16.40	\$0.00	\$92.02

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
<i>OPERATING ENGINEERS LOCAL 4</i>						
	05/01/2025	\$26.22	\$15.30	\$16.40	\$0.00	\$57.92
	11/01/2025	\$26.98	\$15.30	\$16.40	\$0.00	\$58.68
	05/01/2026	\$27.83	\$15.30	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.59	\$15.30	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.44	\$15.30	\$16.40	\$0.00	\$61.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$45.96	\$15.55	\$16.50	\$0.00	\$78.01
	06/01/2025	\$47.02	\$15.55	\$16.50	\$0.00	\$79.07
	12/01/2025	\$48.19	\$15.55	\$16.50	\$0.00	\$80.24
	06/01/2026	\$49.25	\$15.55	\$16.50	\$0.00	\$81.30
	12/01/2026	\$50.43	\$15.55	\$16.50	\$0.00	\$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$27.01	\$9.65	\$18.40	\$0.00	\$55.06
	06/01/2025	\$28.09	\$9.65	\$18.40	\$0.00	\$56.14
	12/01/2025	\$28.09	\$9.65	\$18.40	\$0.00	\$56.14
	06/01/2026	\$29.21	\$9.65	\$18.40	\$0.00	\$57.26
	12/01/2026	\$29.21	\$9.65	\$18.40	\$0.00	\$57.26
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2025	\$57.73	\$8.83	\$20.27	\$0.00	\$86.83
	09/01/2025	\$59.23	\$8.83	\$20.27	\$0.00	\$88.33
	03/01/2026	\$60.73	\$8.83	\$20.27	\$0.00	\$89.83
	09/01/2026	\$62.23	\$8.83	\$20.27	\$0.00	\$91.33
	03/01/2027	\$63.73	\$8.83	\$20.27	\$0.00	\$92.83

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone I
Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
2	45	\$25.98	\$8.83	\$1.76	\$0.00	\$36.57
3	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
4	55	\$31.75	\$8.83	\$3.52	\$0.00	\$44.10
5	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
6	70	\$40.41	\$8.83	\$16.75	\$0.00	\$65.99
7	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52
8	80	\$46.18	\$8.83	\$18.51	\$0.00	\$73.52

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$26.65	\$8.83	\$1.76	\$0.00	\$37.24
2	45	\$26.65	\$8.83	\$1.76	\$0.00	\$37.24
3	55	\$32.58	\$8.83	\$3.52	\$0.00	\$44.93
4	55	\$32.58	\$8.83	\$3.52	\$0.00	\$44.93
5	70	\$41.46	\$8.83	\$16.75	\$0.00	\$67.04
6	70	\$41.46	\$8.83	\$16.75	\$0.00	\$67.04
7	80	\$47.38	\$8.83	\$18.51	\$0.00	\$74.72
8	80	\$47.38	\$8.83	\$18.51	\$0.00	\$74.72

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
GLAZIERS LOCAL 35 (ZONE 2)						

Apprentice - GLAZIER - Local 35 Zone 2
Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.37	\$0.00	\$0.00	\$0.00	\$31.37
2	60	\$34.22	\$15.55	\$16.50	\$0.00	\$66.27
3	65	\$37.07	\$15.55	\$16.50	\$0.00	\$69.12
4	70	\$39.92	\$15.55	\$16.50	\$0.00	\$71.97
5	75	\$42.77	\$15.55	\$16.50	\$0.00	\$74.82
6	80	\$45.62	\$15.55	\$16.50	\$0.00	\$77.67
7	85	\$48.48	\$15.55	\$16.50	\$0.00	\$80.53
8	90	\$51.33	\$15.55	\$16.50	\$0.00	\$83.38

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$32.08	\$0.00	\$0.00	\$0.00	\$32.08
2	60	\$35.00	\$15.55	\$16.50	\$0.00	\$67.05
3	65	\$37.91	\$15.55	\$16.50	\$0.00	\$69.96
4	70	\$40.83	\$15.55	\$16.50	\$0.00	\$72.88
5	75	\$43.75	\$15.55	\$16.50	\$0.00	\$75.80
6	80	\$46.66	\$15.55	\$16.50	\$0.00	\$78.71
7	85	\$49.58	\$15.55	\$16.50	\$0.00	\$81.63
8	90	\$52.50	\$15.55	\$16.50	\$0.00	\$84.55

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	03/01/2025	\$64.98	\$13.00	\$22.30	\$0.00	\$100.28
ELECTRICIANS LOCAL 103	09/01/2025	\$66.89	\$13.00	\$22.36	\$0.00	\$102.25
	03/01/2026	\$68.09	\$13.00	\$22.39	\$0.00	\$103.48
	09/01/2026	\$70.00	\$13.00	\$22.45	\$0.00	\$105.45
	03/01/2027	\$71.19	\$13.00	\$22.49	\$0.00	\$106.68
	09/01/2027	\$73.11	\$13.00	\$22.54	\$0.00	\$108.65
	03/01/2028	\$74.31	\$13.00	\$22.58	\$0.00	\$109.89
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER)	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.60	\$9.65	\$18.40	\$0.00	\$75.65
	06/01/2025	\$49.10	\$9.65	\$18.40	\$0.00	\$77.15
	12/01/2025	\$50.60	\$9.65	\$18.40	\$0.00	\$78.65
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$53.65	\$9.65	\$18.40	\$0.00	\$81.70
	06/01/2027	\$55.25	\$9.65	\$18.40	\$0.00	\$83.30
	12/01/2027	\$56.85	\$9.65	\$18.40	\$0.00	\$84.90
	06/01/2028	\$58.53	\$9.65	\$18.40	\$0.00	\$86.58
	12/01/2028	\$60.20	\$9.65	\$18.40	\$0.00	\$88.25
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.70	\$9.65	\$18.40	\$0.00	\$75.75
	06/01/2025	\$49.20	\$9.65	\$18.40	\$0.00	\$77.25
	12/01/2025	\$50.70	\$9.65	\$18.40	\$0.00	\$78.75
	06/01/2026	\$52.25	\$9.65	\$18.40	\$0.00	\$80.30
	12/01/2026	\$53.75	\$9.65	\$18.40	\$0.00	\$81.80
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2024	\$56.92	\$14.75	\$19.61	\$0.00	\$91.28
	09/01/2025	\$60.34	\$14.75	\$19.61	\$0.00	\$94.70
	09/01/2026	\$63.76	\$14.75	\$19.61	\$0.00	\$98.12

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.46	\$14.75	\$14.32	\$0.00	\$57.53
2	60	\$34.15	\$14.75	\$15.37	\$0.00	\$64.27
3	70	\$39.84	\$14.75	\$16.43	\$0.00	\$71.02
4	80	\$45.54	\$14.75	\$17.49	\$0.00	\$77.78

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.17	\$14.75	\$14.32	\$0.00	\$59.24
2	60	\$36.20	\$14.75	\$15.37	\$0.00	\$66.32
3	70	\$42.24	\$14.75	\$16.43	\$0.00	\$73.42
4	80	\$48.27	\$14.75	\$17.49	\$0.00	\$80.51

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2024	\$53.97	\$8.35	\$26.70	\$0.00	\$89.02
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.38	\$8.35	\$26.70	\$0.00	\$67.43
2	70	\$37.78	\$8.35	\$26.70	\$0.00	\$72.83
3	75	\$40.48	\$8.35	\$26.70	\$0.00	\$75.53
4	80	\$43.18	\$8.35	\$26.70	\$0.00	\$78.23
5	85	\$45.87	\$8.35	\$26.70	\$0.00	\$80.92
6	90	\$48.57	\$8.35	\$26.70	\$0.00	\$83.62

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						

LABORER LABORERS - ZONE 1	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.11	\$9.65	\$18.40	\$0.00	\$56.16
2	70	\$32.80	\$9.65	\$18.40	\$0.00	\$60.85
3	80	\$37.48	\$9.65	\$18.40	\$0.00	\$65.53
4	90	\$42.17	\$9.65	\$18.40	\$0.00	\$70.22

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.01	\$9.65	\$18.40	\$0.00	\$57.06
2	70	\$33.85	\$9.65	\$18.40	\$0.00	\$61.90
3	80	\$38.68	\$9.65	\$18.40	\$0.00	\$66.73
4	90	\$43.52	\$9.65	\$18.40	\$0.00	\$71.57

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2024	\$46.95	\$9.65	\$18.40	\$0.00	\$75.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2025	\$48.45	\$9.65	\$18.40	\$0.00	\$76.50
	12/01/2025	\$49.95	\$9.65	\$18.40	\$0.00	\$78.00
	06/01/2026	\$51.50	\$9.65	\$18.40	\$0.00	\$79.55
	12/01/2026	\$53.00	\$9.65	\$18.40	\$0.00	\$81.05

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$28.17	\$9.65	\$18.40	\$0.00	\$56.22
2	70	\$32.87	\$9.65	\$18.40	\$0.00	\$60.92
3	80	\$37.56	\$9.65	\$18.40	\$0.00	\$65.61
4	90	\$42.26	\$9.65	\$18.40	\$0.00	\$70.31

Effective Date - 06/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.07	\$9.65	\$18.40	\$0.00	\$57.12
2	70	\$33.92	\$9.65	\$18.40	\$0.00	\$61.97
3	80	\$38.76	\$9.65	\$18.40	\$0.00	\$66.81
4	90	\$43.61	\$9.65	\$18.40	\$0.00	\$71.66

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2024	\$46.85	\$9.65	\$18.40	\$0.00	\$74.90
	06/01/2025	\$48.35	\$9.65	\$18.40	\$0.00	\$76.40
	12/01/2025	\$49.85	\$9.65	\$18.40	\$0.00	\$77.90
	06/01/2026	\$51.40	\$9.65	\$18.40	\$0.00	\$79.45
	12/01/2026	\$52.90	\$9.65	\$18.40	\$0.00	\$80.95
	06/01/2027	\$54.50	\$9.65	\$18.40	\$0.00	\$82.55
	12/01/2027	\$56.10	\$9.65	\$18.40	\$0.00	\$84.15
	06/01/2028	\$57.78	\$9.65	\$18.40	\$0.00	\$85.83
	12/01/2028	\$59.45	\$9.65	\$18.40	\$0.00	\$87.50
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile								
Effective Date - 02/01/2025								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$25.18		\$11.49	\$21.62	\$0.00	\$58.29	
2	60	\$30.22		\$11.49	\$21.62	\$0.00	\$63.33	
3	70	\$35.25		\$11.49	\$21.62	\$0.00	\$68.36	
4	80	\$40.29		\$11.49	\$21.62	\$0.00	\$73.40	
5	90	\$45.32		\$11.49	\$21.62	\$0.00	\$78.43	
Effective Date - 08/01/2025								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$26.04		\$11.49	\$21.62	\$0.00	\$59.15	
2	60	\$31.25		\$11.49	\$21.62	\$0.00	\$64.36	
3	70	\$36.46		\$11.49	\$21.62	\$0.00	\$69.57	
4	80	\$41.66		\$11.49	\$21.62	\$0.00	\$74.77	
5	90	\$46.87		\$11.49	\$21.62	\$0.00	\$79.98	
Notes:								
Apprentice to Journeyworker Ratio:1:3								
MARBLE MASONS,TILELAYERS & TERRAZZO MECH			02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
BRICKLAYERS LOCAL 3 - MARBLE & TILE			08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
			02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
			08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
			02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.99	\$11.49	\$23.56	\$0.00	\$69.04
2	60	\$40.78	\$11.49	\$23.56	\$0.00	\$75.83
3	70	\$47.58	\$11.49	\$23.56	\$0.00	\$82.63
4	80	\$54.38	\$11.49	\$23.56	\$0.00	\$89.43
5	90	\$61.17	\$11.49	\$23.56	\$0.00	\$96.22

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1)	01/06/2025	\$50.53	\$10.08	\$21.72	\$0.00	\$82.33
MILLWRIGHTS LOCAL 1121 - Zone 1	01/05/2026	\$53.03	\$10.08	\$21.72	\$0.00	\$84.83

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - MILLWRIGHT - Local 1121 Zone 1							
Effective Date - 01/06/2025							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$27.79	\$10.08	\$5.64	\$0.00	\$43.51	
2	65	\$32.84	\$10.08	\$6.66	\$0.00	\$49.58	
3	75	\$37.90	\$10.08	\$19.16	\$0.00	\$67.14	
4	85	\$42.95	\$10.08	\$20.18	\$0.00	\$73.21	
Effective Date - 01/05/2026							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$29.17	\$10.08	\$5.64	\$0.00	\$44.89	
2	65	\$34.47	\$10.08	\$6.66	\$0.00	\$51.21	
3	75	\$39.77	\$10.08	\$19.16	\$0.00	\$69.01	
4	85	\$45.08	\$10.08	\$20.18	\$0.00	\$75.34	
<div>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>							
Apprentice to Journeyworker Ratio:1:4							
MORTAR MIXER		12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
LABORERS - ZONE 1		06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
		12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
		06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
		12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
		06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
		12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
		06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
		12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS)		12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
OPERATING ENGINEERS LOCAL 4		06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
		12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
		06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
		12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS)		12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
OPERATING ENGINEERS LOCAL 4		06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
		12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
		06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
		12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26
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* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.68	\$9.95	\$0.00	\$0.00	\$34.63
2	55	\$27.15	\$9.95	\$6.66	\$0.00	\$43.76
3	60	\$29.62	\$9.95	\$7.26	\$0.00	\$46.83
4	65	\$32.08	\$9.95	\$7.87	\$0.00	\$49.90
5	70	\$34.55	\$9.95	\$20.32	\$0.00	\$64.82
6	75	\$37.02	\$9.95	\$20.93	\$0.00	\$67.90
7	80	\$39.49	\$9.95	\$21.53	\$0.00	\$70.97
8	90	\$44.42	\$9.95	\$22.74	\$0.00	\$77.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92
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PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2024	\$46.95	\$9.65	\$18.40	\$0.00	\$75.00
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2025	\$48.45	\$9.65	\$18.40	\$0.00	\$76.50
	12/01/2025	\$49.95	\$9.65	\$18.40	\$0.00	\$78.00
	06/01/2026	\$51.50	\$9.65	\$18.40	\$0.00	\$79.55
	12/01/2026	\$53.00	\$9.65	\$18.40	\$0.00	\$81.05

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER	12/01/2024	\$40.88	\$14.91	\$20.17	\$0.00	\$75.96
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2025	\$41.88	\$14.91	\$20.17	\$0.00	\$76.96
	08/01/2025	\$41.88	\$15.41	\$20.17	\$0.00	\$77.46
	12/01/2025	\$41.88	\$15.41	\$21.78	\$0.00	\$79.07
	06/01/2026	\$42.88	\$15.41	\$21.78	\$0.00	\$80.07
	08/01/2026	\$42.88	\$15.91	\$21.78	\$0.00	\$80.57
	12/01/2026	\$42.88	\$15.91	\$23.52	\$0.00	\$82.31

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						

PILE DRIVER	08/01/2024	\$55.79	\$10.08	\$24.29	\$0.00	\$90.16
PILE DRIVER LOCAL 56 (ZONE 1)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - PILE DRIVER - Local 56 Zone 1							
Effective Date - 08/01/2024							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	45	\$25.11	\$10.08	\$2.53	\$0.00	\$37.72	
2	55	\$30.68	\$10.08	\$5.07	\$0.00	\$45.83	
3	70	\$39.05	\$10.08	\$19.22	\$0.00	\$68.35	
4	80	\$44.63	\$10.08	\$21.76	\$0.00	\$76.47	
Notes:							
% Indentured BEFORE 8/1/20; 50/60/70/75/80/80/90/90							
Apprentice to Journeyworker Ratio: 1:2 \$62.27/ 3 \$67.84/ 4 \$73.42/ 5 \$76.21/ 6 \$79.00/ 7 & 8 \$84.58							
PIPEFITTER & STEAMFITTER		03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
PIPEFITTERS LOCAL 537							

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$27.55	\$12.70	\$9.05	\$0.00	\$49.30
2	45	\$31.00	\$12.70	\$21.80	\$0.00	\$65.50
3	60	\$41.33	\$12.70	\$21.80	\$0.00	\$75.83
4	70	\$48.22	\$12.70	\$21.80	\$0.00	\$82.72
5	80	\$55.10	\$12.70	\$21.80	\$0.00	\$89.60
Notes: ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr. Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max) Apprentice to Journeyworker Ratio:**						

PIPELAYER	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
LABORERS - ZONE 1	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77
Apprentice - PLUMBER/GASFITTER - Local 12						
Effective Date - 03/02/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$14.32	\$7.06	\$0.00	\$46.17
2	40	\$28.34	\$14.32	\$8.02	\$0.00	\$50.68
3	55	\$38.96	\$14.32	\$10.93	\$0.00	\$64.21
4	65	\$46.05	\$14.32	\$12.86	\$0.00	\$73.23
5	75	\$53.13	\$14.32	\$14.79	\$0.00	\$82.24
Notes: ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step4 with lic\$76.49 tot.rate, Step5 with lic. \$85.32 tot. rate						
Apprentice to Journeyworker Ratio:**						
PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2025	\$68.88	\$12.70	\$21.80	\$0.00	\$103.38
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.85	\$9.65	\$18.40	\$0.00	\$75.90
	06/01/2025	\$49.35	\$9.65	\$18.40	\$0.00	\$77.40
	12/01/2025	\$50.85	\$9.65	\$18.40	\$0.00	\$78.90
	06/01/2026	\$52.40	\$9.65	\$18.40	\$0.00	\$80.45
	12/01/2026	\$53.90	\$9.65	\$18.40	\$0.00	\$81.95
	06/01/2027	\$55.50	\$9.65	\$18.40	\$0.00	\$83.55
	12/01/2027	\$57.10	\$9.65	\$18.40	\$0.00	\$85.15
	06/01/2028	\$58.78	\$9.65	\$18.40	\$0.00	\$86.83
	12/01/2028	\$60.45	\$9.65	\$18.40	\$0.00	\$88.50
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.95	\$9.65	\$18.40	\$0.00	\$76.00
	06/01/2025	\$49.45	\$9.65	\$18.40	\$0.00	\$77.50
	12/01/2025	\$50.95	\$9.65	\$18.40	\$0.00	\$79.00
	06/01/2026	\$52.50	\$9.65	\$18.40	\$0.00	\$80.55
	12/01/2026	\$54.00	\$9.65	\$18.40	\$0.00	\$82.05
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$36.67	\$15.55	\$16.50	\$0.00	\$68.72
	06/01/2025	\$37.52	\$15.55	\$16.50	\$0.00	\$69.57
	12/01/2025	\$38.47	\$15.55	\$16.50	\$0.00	\$70.52
	06/01/2026	\$39.33	\$15.55	\$16.50	\$0.00	\$71.38
	12/01/2026	\$40.28	\$15.55	\$16.50	\$0.00	\$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 42 - J.G. MacLeallan (Wakefield)</i>	05/01/2024	\$29.50	\$12.00	\$7.00	\$0.00	\$48.50
	05/01/2025	\$30.00	\$12.00	\$7.00	\$0.00	\$49.00
	05/01/2026	\$30.50	\$12.00	\$7.00	\$0.00	\$49.50
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) <i>ROOFERS LOCAL 33</i>	02/01/2025	\$52.03	\$13.28	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.53	\$13.28	\$21.70	\$0.00	\$88.51
	02/01/2026	\$54.78	\$13.28	\$21.70	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.02	\$13.28	\$15.55	\$0.00	\$54.85
2	60	\$31.22	\$13.28	\$21.70	\$0.00	\$66.20
3	65	\$33.82	\$13.28	\$21.70	\$0.00	\$68.80
4	75	\$39.02	\$13.28	\$21.70	\$0.00	\$74.00
5	85	\$44.23	\$13.28	\$21.70	\$0.00	\$79.21

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.77	\$13.28	\$15.55	\$0.00	\$55.60
2	60	\$32.12	\$13.28	\$21.70	\$0.00	\$67.10
3	65	\$34.79	\$13.28	\$21.70	\$0.00	\$69.77
4	75	\$40.15	\$13.28	\$21.70	\$0.00	\$75.13
5	85	\$45.50	\$13.28	\$21.70	\$0.00	\$80.48

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2025	\$52.28	\$13.28	\$21.70	\$0.00	\$87.26
	08/01/2025	\$53.78	\$13.28	\$21.70	\$0.00	\$88.76
	02/01/2026	\$55.03	\$13.28	\$21.70	\$0.00	\$90.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2025	\$59.69	\$14.75	\$28.12	\$2.98	\$105.54
	08/01/2025	\$61.54	\$14.75	\$28.12	\$2.98	\$107.39
	02/01/2026	\$63.49	\$14.75	\$28.12	\$2.98	\$109.34

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
2	42	\$25.07	\$14.75	\$6.13	\$0.00	\$45.95
3	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
4	47	\$28.05	\$14.75	\$12.11	\$1.62	\$56.53
5	52	\$31.04	\$14.75	\$13.09	\$1.74	\$60.62
6	52	\$31.04	\$14.75	\$13.34	\$1.75	\$60.88
7	60	\$35.81	\$14.75	\$14.75	\$1.93	\$67.24
8	65	\$38.80	\$14.75	\$15.73	\$2.04	\$71.32
9	75	\$44.77	\$14.75	\$17.69	\$2.28	\$79.49
10	85	\$50.74	\$14.75	\$19.15	\$2.49	\$87.13

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
2	42	\$25.85	\$14.75	\$6.13	\$0.00	\$46.73
3	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
4	47	\$28.92	\$14.75	\$12.11	\$1.62	\$57.40
5	52	\$32.00	\$14.75	\$13.09	\$1.74	\$61.58
6	52	\$32.00	\$14.75	\$13.34	\$1.75	\$61.84
7	60	\$36.92	\$14.75	\$14.75	\$1.93	\$68.35
8	65	\$40.00	\$14.75	\$15.73	\$2.04	\$72.52
9	75	\$46.16	\$14.75	\$17.69	\$2.28	\$80.88
10	85	\$52.31	\$14.75	\$19.15	\$2.49	\$88.70

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2024	\$41.34	\$14.91	\$20.17	\$0.00	\$76.42
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2025	\$42.34	\$14.91	\$20.17	\$0.00	\$77.42
	08/01/2025	\$42.34	\$15.41	\$20.17	\$0.00	\$77.92
	12/01/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$79.53
	06/01/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$80.53
	08/01/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$81.03
	12/01/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$82.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$41.63	\$14.91	\$20.17	\$0.00	\$76.71
	06/01/2025	\$42.63	\$14.91	\$20.17	\$0.00	\$77.71
	08/01/2025	\$42.63	\$15.41	\$20.17	\$0.00	\$78.21
	12/01/2025	\$42.63	\$15.41	\$21.78	\$0.00	\$79.82
	06/01/2026	\$43.63	\$15.41	\$21.78	\$0.00	\$80.82
	08/01/2026	\$43.63	\$15.91	\$21.78	\$0.00	\$81.32
	12/01/2026	\$43.63	\$15.91	\$23.52	\$0.00	\$83.06
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2025	\$72.14	\$11.51	\$23.80	\$0.00	\$107.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$25.25	\$11.51	\$13.07	\$0.00	\$49.83
2	40	\$28.86	\$11.51	\$13.90	\$0.00	\$54.27
3	45	\$32.46	\$11.51	\$14.73	\$0.00	\$58.70
4	50	\$36.07	\$11.51	\$15.55	\$0.00	\$63.13
5	55	\$39.68	\$11.51	\$16.37	\$0.00	\$67.56
6	60	\$43.28	\$11.51	\$17.20	\$0.00	\$71.99
7	65	\$46.89	\$11.51	\$18.03	\$0.00	\$76.43
8	70	\$50.50	\$11.51	\$18.85	\$0.00	\$80.86
9	75	\$54.11	\$11.51	\$19.67	\$0.00	\$85.29
10	80	\$57.71	\$11.51	\$20.50	\$0.00	\$89.72

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2025	\$51.98	\$13.00	\$20.27	\$0.00	\$85.25
	09/01/2025	\$53.51	\$13.00	\$20.32	\$0.00	\$86.83
	03/01/2026	\$54.47	\$13.00	\$20.34	\$0.00	\$87.81
	09/01/2026	\$56.00	\$13.00	\$20.39	\$0.00	\$89.39
	03/01/2027	\$56.95	\$13.00	\$20.42	\$0.00	\$90.37
	09/01/2027	\$58.49	\$13.00	\$20.46	\$0.00	\$91.95
	03/01/2028	\$59.45	\$13.00	\$20.49	\$0.00	\$92.94

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
2	45	\$23.39	\$13.00	\$0.70	\$0.00	\$37.09
3	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
4	50	\$25.99	\$13.00	\$16.16	\$0.00	\$55.15
5	55	\$28.59	\$13.00	\$16.57	\$0.00	\$58.16
6	60	\$31.19	\$13.00	\$16.97	\$0.00	\$61.16
7	65	\$33.79	\$13.00	\$17.38	\$0.00	\$64.17
8	70	\$36.39	\$13.00	\$17.78	\$0.00	\$67.17
9	75	\$38.99	\$13.00	\$18.18	\$0.00	\$70.17
10	80	\$41.58	\$13.00	\$18.58	\$0.00	\$73.16

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$24.08	\$13.00	\$0.72	\$0.00	\$37.80
2	45	\$24.08	\$13.00	\$0.72	\$0.00	\$37.80
3	50	\$26.76	\$13.00	\$16.16	\$0.00	\$55.92
4	50	\$26.76	\$13.00	\$16.16	\$0.00	\$55.92
5	55	\$29.43	\$13.00	\$16.57	\$0.00	\$59.00
6	60	\$32.11	\$13.00	\$16.97	\$0.00	\$62.08
7	65	\$34.78	\$13.00	\$17.38	\$0.00	\$65.16
8	70	\$37.46	\$13.00	\$17.78	\$0.00	\$68.24
9	75	\$40.13	\$13.00	\$18.18	\$0.00	\$71.31
10	80	\$42.81	\$13.00	\$18.58	\$0.00	\$74.39

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Effective Date - 08/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$33.45	\$11.49	\$23.59	\$0.00	\$68.53
2	60	\$40.13	\$11.49	\$23.59	\$0.00	\$75.21
3	70	\$46.82	\$11.49	\$23.59	\$0.00	\$81.90
4	80	\$53.51	\$11.49	\$23.59	\$0.00	\$88.59
5	90	\$60.20	\$11.49	\$23.59	\$0.00	\$95.28

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
LABORERS - FOUNDATION AND MARINE	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2024	\$56.40	\$15.55	\$16.50	\$0.00	\$88.45
OPERATING ENGINEERS LOCAL 4	06/01/2025	\$57.68	\$15.55	\$16.50	\$0.00	\$89.73
	12/01/2025	\$59.12	\$15.55	\$16.50	\$0.00	\$91.17
	06/01/2026	\$60.40	\$15.55	\$16.50	\$0.00	\$92.45
	12/01/2026	\$61.84	\$15.55	\$16.50	\$0.00	\$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$41.92	\$14.91	\$20.17	\$0.00	\$77.00
	06/01/2025	\$42.92	\$14.91	\$20.17	\$0.00	\$78.00
	08/01/2025	\$42.92	\$15.41	\$20.17	\$0.00	\$78.50
	12/01/2025	\$42.92	\$15.41	\$21.78	\$0.00	\$80.11
	06/01/2026	\$43.92	\$15.41	\$21.78	\$0.00	\$81.11
	08/01/2026	\$43.92	\$15.91	\$21.78	\$0.00	\$81.61
	12/01/2026	\$43.92	\$15.91	\$23.52	\$0.00	\$83.35
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2024	\$41.34	\$14.91	\$20.17	\$0.00	\$76.42
	06/01/2025	\$42.34	\$14.91	\$20.17	\$0.00	\$77.42
	08/01/2025	\$42.34	\$15.41	\$20.17	\$0.00	\$77.92
	12/01/2025	\$42.34	\$15.41	\$21.78	\$0.00	\$79.53
	06/01/2026	\$43.34	\$15.41	\$21.78	\$0.00	\$80.53
	08/01/2026	\$43.34	\$15.91	\$21.78	\$0.00	\$81.03
	12/01/2026	\$43.34	\$15.91	\$23.52	\$0.00	\$82.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2024	\$47.10	\$9.65	\$18.40	\$0.00	\$75.15
	06/01/2025	\$48.60	\$9.65	\$18.40	\$0.00	\$76.65
	12/01/2025	\$50.10	\$9.65	\$18.40	\$0.00	\$78.15
	06/01/2026	\$51.65	\$9.65	\$18.40	\$0.00	\$79.70
	12/01/2026	\$53.15	\$9.65	\$18.40	\$0.00	\$81.20
	06/01/2027	\$54.75	\$9.65	\$18.40	\$0.00	\$82.80
	12/01/2027	\$56.35	\$9.65	\$18.40	\$0.00	\$84.40
	06/01/2028	\$58.03	\$9.65	\$18.40	\$0.00	\$86.08
	12/01/2028	\$59.70	\$9.65	\$18.40	\$0.00	\$87.75
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2024	\$47.20	\$9.65	\$18.40	\$0.00	\$75.25
	06/01/2025	\$48.70	\$9.65	\$18.40	\$0.00	\$76.75
	12/01/2025	\$50.20	\$9.65	\$18.40	\$0.00	\$78.25
	06/01/2026	\$51.75	\$9.65	\$18.40	\$0.00	\$79.80
	12/01/2026	\$53.25	\$9.65	\$18.40	\$0.00	\$81.30
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2024	\$57.03	\$15.55	\$16.50	\$0.00	\$89.08
	06/01/2025	\$58.33	\$15.55	\$16.50	\$0.00	\$90.38
	12/01/2025	\$59.78	\$15.55	\$16.50	\$0.00	\$91.83
	06/01/2026	\$61.08	\$15.55	\$16.50	\$0.00	\$93.13
	12/01/2026	\$62.53	\$15.55	\$16.50	\$0.00	\$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/02/2025	\$70.84	\$14.32	\$19.61	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.

SECTION 000102

PROJECT DIRECTORY

PROJECT NAME: Surface Applied Corrosion Inhibitor

LOCATION: Winchester High School
80 Skillings Road
Winchester, MA 01890

OWNER: Town of Winchester
71 Mt. Vernon Street,
Winchester, MA 01890
Representative: Margaret White
Email: mwhite@winchester.us

ENGINEER: Simpson Gumpertz & Heger Inc.
800 Boylston Street
Suite 2320
Boston, MA 02199
Project Principal: Greggory G. Cohen
Email: ggcohen@sgh.com
Project Manager: Jennifer A. Grubb
Phone: (781) 856-2510
Email: jagrubb@sgh.com

END OF DOCUMENT

SECTION 011000

SUMMARY

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 PROJECT INFORMATION

- A. Project Identification: Surface Applied Corrosion Inhibitor at Winchester High School
 - 1. Project Location: 80 Skillings Road, Winchester, MA 01890.
 - 2. Project Description: Application of Surface Applied Corrosion Inhibitor on the underside of the first-floor structure.
- B. Owner: Town of Winchester, MA, 71 Mount Vernon Street, Winchester, MA 01890
 - 1. Owner's Representative: Margaret T. White
- C. Engineer: Simpson Gumpertz & Heger Inc., Project Principal: Gregg G. Cohen, 800 Boylston Street, Suite 2320, Boston, MA 02199

1.03 SUMMARY

- A. The work contemplated by the Contract Documents includes the work of all trades required and all labor, equipment, materials, access, and supervision necessary and incidental to the work indicated. The following descriptions of the work represent a brief summary of the project. For additional and more complete information, refer to the Drawings and Specifications.
 - 1. Project Mobilization:
 - a. This work shall include General Contractor and subcontractor mobilization costs. Include permits, bonding costs, etc.

2. Project General Requirements:
 - a. This work shall include all miscellaneous work associated with the completion of the work in accordance with the Construction Documents. This shall include, but not be limited to, incidental barricades, cleanup, dust and fume control, layout, equipment, waste disposal, documentation, obstruction removal and replacement, and closeout documents.
3. Surface Applied Corrosion Inhibitor:
 - a. Work includes the surface preparation and application of surface-applied corrosion inhibitor (SACI) on the underside of the first-floor structure.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012200

UNIT PRICES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 – Contract Modification Procedures – for procedures for submitting and handling Change Orders.
 - 2. Section 014000 – Quality Requirements – for general testing and inspecting requirements.

1.03 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.04 PROCEDURES

- A. Unit prices include all necessary materials plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Methods of measurement and payment for unit prices are specified in the Form for General Bid.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

- D. List of Unit Prices: A schedule of unit prices is included in the Form for General Bid. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.03 MINOR CHANGES IN THE WORK

- A. The Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 – Architect’s Supplemental Instructions.

1.04 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by the Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in the Proposal Request or ten calendar days, when not otherwise specified, after receipt of the Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, the Contractor may initiate a claim by submitting a request for a change to the Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.05 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, the Contractor will issue a Change Order for signatures of the Owner and Contractor on AIA Document G701.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Engineer may issue a Construction Change Directive on AIA Document G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of change in the Work. It also designates the method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time-and-materials basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012900

PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012200 – Unit Prices – for administrative requirements governing the use of unit prices.
 - 2. Section 012600 – Contract Modification Procedures – for administrative procedures for handling changes to the Contract.
 - 3. Section 013200 – Construction Progress Documentation – for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.03 DEFINITIONS

- A. Schedule of Values: A statement furnished by the Contractor allocating portions of the Contract Sum to various portions of the Work by Building and used as the basis for reviewing the Contractor's Applications for Payment.

1.04 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of the Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.

- b. Submittal schedule.
 - c. Items required to be indicated as separate activities in the Contractor's construction schedule.
 2. Submit the schedule of values to the Engineer at the earliest possible date, but no later than ten business days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents and the Form for General Bid as guides to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value for labor, materials, and equipment, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100%.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of 5% of the Contract Sum.
 - a. Include a separate line item for Project closeout requirements under each of the Contractor and principal subcontracts in an amount totaling 5% of the Contract Sum and subcontract amount.
5. Round amounts to the nearest whole dollar; the total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on site and items stored offsite. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between the Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit the Application for Payment to the Engineer by the tenth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment five business days prior to due date for review by the Engineer.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703, or other forms acceptable to the Engineer and Owner, as forms for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, regardless of whether payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by the application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on site and items stored offsite.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:

- a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Track Progress of the Work: Provide markers or flags on site to track the extent of surface preparation completed, application of the first coat of SACI, and application of the second coat of SACI. The markers or flags shall be clearly visible at all times to allow the Engineer to review the progress of the work.
- H. Record Drawings: With each Application for Payment, submit written certification that Record Drawings are current.
- I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.

2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. List of Contractor's staff assignments.
 6. Copies of building permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- K. Application for Payment at Substantial Completion: After the Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100% completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims.
 5. AIA Document G706A – Contractor's Affidavit of Release of Liens.

6. AIA Document G707 – Consent of Surety to Final Payment.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 012600 – Contract Modification Procedures.
 - 2. Section 013200 – Construction Progress Documentation – for preparing and submitting the Contractor's construction schedule.
 - 3. Section 017700 – Closeout Procedures – for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.04 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products

or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within fifteen days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to the Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.05 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence as required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as the Owner's property.

1.06 REQUESTS FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, prepare and submit an RFI in the form specified.
1. The Engineer will return RFIs submitted to the Engineer by other entities controlled by the Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed legible description of item needing information or interpretation and the following:
1. Project name.

2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content as indicated above, acceptable to the Engineer.
1. Attach electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action: The Engineer will review each RFI, determine action required, and respond. Allow five business days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.

- c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Engineer's action may include a request for additional information, in which case the Engineer's time for response will date from time of receipt of additional information.
- 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for the Contractor to submit Change Proposal according to Section 012600 – Contract Modification Procedures.
 - a. If they Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify the Engineer in writing within five business days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B or Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date the Engineer's response was received.
- F. On receipt of the Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify the Engineer within five business days if the Contractor disagrees with the response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Construction Change Directive, and Proposal Request, as appropriate.

1.07 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting the meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to the Owner and Engineer.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of the Owner, Engineer, Contractor and its superintendent, major subcontractors, suppliers, and other concerned parties shall attend the conference.
 3. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 4. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.

- e. Lines of communication.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
5. Minutes: The Contractor will record and distribute meeting minutes.
- C. Progress and Coordination Meetings: Conduct progress and coordination meetings at biweekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of the Owner and Engineer, each Owner's Consultant concerned with current progress, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule in relation to the Contractor's construction schedule. Determine how construction behind schedule will be expedited and secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - (1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - (1) Interface requirements.
 - (2) Sequence of operations.
 - (3) Status of submittals.
 - (4) Deliveries.
 - (5) Access.
 - (6) Site utilization.
 - (7) Temporary facilities and controls.
 - (8) Work hours.
 - (9) Hazards and risks.
 - (10) Progress cleaning.

- (11) Quality and work standards.
 - (12) Status of correction of deficient items.
 - (13) Field observations.
 - (14) Status of RFIs.
 - (15) Status of proposal requests.
 - (16) Pending changes.
 - (17) Status of Change Orders.
 - (18) Pending claims and disputes.
 - (19) Documentation of information for payment requests.
4. Minutes: The Contractor will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise the Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
- B. Related Requirements:
 - 1. Section 013300 – Submittal Procedures – for submitting schedules and reports.

1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by the Engineer.

- C. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either the Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

PART 2 – PRODUCTS

2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Timeframe: Extend schedule from date established for the Notice of Award to date of Substantial Completion.

1. The Contract completion date shall not be changed by submission of a schedule that shows an early completion date unless specifically authorized by Change Order.
- B. Activities: Comply with the following:
1. Activity Duration: Define activities so that no activity is longer than fourteen days unless specifically allowed by the Engineer.
 2. Procurement Activities: Include procurement process activities for the long lead items and major items, requiring a cycle of more than fourteen days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than ten days for completion of punch-list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Seasonal variations.
 - c. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.

- e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
4. Construction Areas: Identify each major area of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Recovery Schedule: When periodic update indicates that the Work is seven or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which the Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

PART 3 – EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribution: Distribute copies of approved schedule to the Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned

portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 013200 – Construction Progress Documentation – for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 017700 – Closeout Procedures – for submitting maintenance materials.
 - 3. Section 017839 – Project Record Documents – for submitting record Drawings, record Specifications, and record Product Data.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require the Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require the Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.04 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided for the Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Engineer's receipt of the submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow ten business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Engineer will advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow ten business days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. Use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). In resubmittals, include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record the Contractor's review and approval markings and action taken by the Engineer.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to the Owner containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager (where applicable).

- e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from the Engineer's action stamp.
- F. Use for Construction: Retain complete copies of submittals on the Project site. Use only final action submittals that are marked with approval notation from the Engineer's action stamp.

PART 2 – PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. The Engineer will return an annotated file. Annotate and retain one copy of the file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 – Project Management and Coordination.
- D. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 – Construction Progress Documentation.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 – Closeout Procedures.
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses; contact information of architects, engineers, and owners; and other information specified.
- G. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that the Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

PART 3 – EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 – Closeout Procedures.
- C. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that the submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.02 ENGINEERS' ACTION

- A. Action Submittals: The Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it to the Contractor. The Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action.
- B. Informational Submittals: The Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. The Engineer will forward each submittal to the appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit the Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality-assurance and quality-control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.03 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into

- the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
 - D. Field Quality-Control Testing: Tests and inspections that are performed on site for installation of the Work and for completed Work.
 - E. Installer/Applicator/Erector: Contractor or another entity engaged by the Contractor as an employee, subcontractor, or sub-subcontractor to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals or that requirements specified apply exclusively to specific trade(s).
 - F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most-stringent requirement. Refer conflicting requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the Engineer for a decision before proceeding.

1.05 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.

1.06 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements, and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.07 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.

- D. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.08 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, the Owner will engage a qualified testing agency to perform these services.
 - 1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made by the Owner.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to the Owner are the Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of the Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as the Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Do not employ same entity engaged by the Owner unless agreed to in writing by the Owner.
 - 3. Notify testing agencies at least 24 hrs in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as the Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014200

REFERENCES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey the Engineer's action on the Contractor's submittals, applications, and requests, "approved" is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by the Engineer. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at the Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.

- I. "Project Site": Space available for performing construction activities. The extent of the Project site is shown on the Drawings and may or may not be identical to the description of the land on which the Project is to be built.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more-stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 1. IAPMO – International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 2. ICC – International Code Council; <https://www.iccsafe.org/>.
 3. ICC-ES – ICC Evaluation Service, LLC; <https://icc-es.org/>.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
- B. Related Requirements:
 - 1. Section 017839 – Project Record Documents – for submitting record Drawings, record Specifications, and record Product Data.

1.03 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.04 CLOSEOUT SUBMITTALS

- A. See Section 017839 – Project Record Documents.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.06 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list) indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage, and similar final record information.
 - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Submit maintenance material submittals specified in individual Sections, including extra materials and similar items, and deliver to location designated by the Owner. Label with the manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.
 - 4. Submit test/adjust/balance records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Terminate and remove temporary facilities from the Project site, along with mockups, construction tools, and similar elements.
 - 2. Complete final cleaning requirements.
 - 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten working days prior to date the work will be completed

and ready for Substantial Completion inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Certified List of Incomplete Items: Submit certified copy of the Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, the Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.08 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction, including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. The Engineer will return annotated file.

1.09 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of the Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit the Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Warranties shall be in writing and shall be signed by an authorized agent for the Contractor and the Manufacturer where required.
 2. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 070120

SURFACE-APPLIED CORROSION INHIBITOR

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SCOPE OF WORK

- A. Work includes, but is not limited to, providing all labor, materials, equipment, and supervision to accomplish the surface preparation and application of surface-applied corrosion inhibitor (SACI) on the underside of the first-floor structure in accordance with the Drawings and Specifications. Locations of SACI application are shown on the Drawings and as identified by the Engineer on site.

1.03 SUBMITTALS

- A. Manufacturer's data sheets for all materials to be used.
- B. Manufacturer's MSDS sheets for all materials to be used.
- C. Certifications (in time to prevent delay in the work) by the producers of the materials that all materials supplied comply with all the requirements of the appropriate ASTM and ACI Standards.
- D. Sequence plans showing the proposed sequence of the work. Plans shall show areas of work and shall include a schedule of time.

1.04 QUALITY CONTROL AND QUALITY ASSURANCE

- A. The Contractor shall conduct a quality-control program that includes, but is not limited to, the following:
 - 1. Inspection of all materials to ensure conformity to contract requirements and that all materials are new and undamaged.
 - 2. Establishment of procedures for executing the work.
 - 3. Inspecting all surface preparation prior to product application.

4. Inspection of work in progress to ensure that work is being done in accordance with established procedures, manufacturer's instructions, or specific Engineer instructions, if given.
- B. Qualifications:
 1. The Contractor and its site superintendent shall be qualified in the field of concrete repair and protection with at least five years of experience. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

1.05 TECHNICAL SUPPORT

- A. The Contractor shall arrange with the materials manufacturer or distributor to have the services of a competent field representative at the worksite prior to any mixing of components to instruct the work crews in the proper mixing and application procedures. The representative shall remain at the jobsite after work commences and continue to instruct until the representative, Contractor, and Owner are satisfied that the crew has mastered the technique of installing the systems successfully.
 1. The manufacturer's field representative must be fully qualified to perform the work and shall be subject to the approval of the Owner.
 2. The Contractor shall be completely responsible for the expense of the services of the required manufacturer's field representative and the Contract price shall include full compensation for all costs in connection therewith.

1.06 GENERAL PROCEDURES

- A. Work only in areas permitted by the Owner-approved schedules and sequence plans within one building at a time.
- B. Remove all tools, buckets, and materials from work areas and store neatly at a central location daily at the end of work.
- C. Deliver materials clearly marked with legible and intact labels with manufacturer's name and brand name and identifying contents of containers.
- D. Store materials as delivered and sealed in areas where temperatures conform to manufacturer's recommendations and instructions. Maintain containers in clean condition and free of foreign materials and residue.
- E. Check shelf life of product and do not use expired material.

- F. Protect the building and its contents from all risks associated with the work in this Section. Schedule and execute all work without exposing adjacent building areas to water, dust and debris, or materials used by this Contractor. Protect adjacent areas from damage. Repair all damage as a result of the work of this Section to its condition at the start of work, or if such cannot be determined, to its original condition. Clean all stains by approved means.
- G. Protect the work from damage such as impact, marring of the surfaces, and other damage.
- H. Compliance with OSHA and all other safety laws and regulations is the exclusive responsibility of the Contractor, subcontractors, suppliers, consultants, and workforce.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Surface-Applied Corrosion Inhibitor:
 - 1. MCI-2020 by Cortec Corporation, St. Paul, Minnesota. Single source, no alternates permitted.

PART 3 – EXECUTION

3.01 GENERAL WORKMANSHIP

- A. Adhere to all procedures, limitations, and cautions in the manufacturer's current technical data sheet and literature.
- B. Use containers that are clean and in good condition to hold or transport products.
- C. Do not dilute products. Keep containers closed except when removing materials from them. Do not allow contact between various materials through mixing or remains, or dual use of transporting or application equipment. Do not use equipment with remains of previous materials.
- D. Mark the mockup boundaries with spray paint or other marking material. Label the corrosion inhibitor used on the concrete just outside the mockup boundary.

3.02 MCI-2020 V/O PROCEDURES

A. Surface Preparation:

1. Concrete surfaces must be prepared by suitable mechanical means, by abrasive blast cleaning or high-pressure water at sufficient volume and pressure to remove all surface contaminants such as oil, grease, curing membranes, efflorescence, algae, moss, dirt, etc. All loose materials and any existing coatings must be removed to provide a clean, sound, dry, and absorbent surface prior to application of the MCI-2020.
2. Clean surface by steam cleaning, water blasting, sandblasting, or shot blasting.
3. Use an air compressor with water and oil trap to ensure that the cleaning method does not apply materials intended for removal.
4. Use brush, broom, sweeper, or air compressor on surfaces as final cleaning before application.

B. Environmental Conditions:

1. Do not apply if moisture vapor emission, per ASTM F1869, exceeds 3 lbs per 1,000 sq ft per 24 hrs or relative humidity inside of a concrete slab exceeds 75%, per ASTM F2170.
2. The surface and ambient temperatures at time of application shall be between 40°F and 125°F.

C. Mixing:

1. Hand mix in the container prior to application.
2. Do not thin the Migrating Corrosion Inhibitor.

D. Application:

1. Use MCI-2020 for surface applications at a rate of 300 sq ft per gallon in two coats for a total consumption of 150 sq ft per gallon. Allow time between the coats for absorption of the material.
2. Apply the solution by spray (conventional airless or hand pressure spray equipment), roller, or paintbrush.

3. Additional coats should not require any additional surface preparation if the previous application is dry to the touch and no additional contamination of the surfaces has occurred.

3.03 CLEANING

- A. Clean the surrounding work area after completion of the work.

END OF SECTION